

**AGENDA
CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. DAN STELLATO, CHAIR**

**MONDAY, JUNE 20, 2016
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET**

- 1. Call to Order**
- 2. Roll Call**
- 3. Omnibus Vote**
 - a. Transfer Funds Resolutions
 - b. Budget Revisions – May 2016
- 4. Police Department**
 - a. Recommendation to approve a proposal contingent on manager background /fingerprinting being completed for a Class B Liquor License for Noodles & Company to be located at 3875 E Main Street, St. Charles (former TGIF Restaurant).
 - b. Recommendation to approve a Class E-2 Temporary Liquor License for a series of six (6) events to be held at Riverside Avenue (Walnut & Second Avenues) for St. Charles Cruise Nites sponsored by the St. Charles Chamber of Commerce. The requested dates are: July 19 & 26, and August 2, 9, 16, 23 from 5:00 pm – 8:00pm. The Finery & Blacksmith Bar will be the local business licensee providing the alcohol.
 - c. Recommendation to approve an Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.20 “Massage Establishments”, Sections 5.20.010 “Definitions”, 5.20.080(B), “Issuance and Denial of Licenses”, 5.20.110 “Conditions and Restrictions of Licenses”, 5.20.170 “Notice” and 5.20.180(C) “Revocation or Suspension of Licenses” of the St. Charles Municipal Code.
- 5. Finance Department**
 - a. Recommendation to approve a Resolution Authorizing the City Administrator to Execute a License Agreement By and Between the City of St. Charles and the Downtown St. Charles Partnership.
- 6. Executive Session**
 - Personnel – 5 ILCS 120/2(c)(1)
 - Pending Litigation – 5 ILCS 120/2(c)(11)
 - 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)
- 7. Additional Items from Mayor, Council, Staff, or Citizens.**
- 8. Adjournment**



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Funds Transfer Resolutions Authorizing Budgeted Transfers in the Aggregate Amount of \$861,258.00 for Miscellaneous Transfers
Presenter:	Christopher A. Minick

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:	N/A	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
-----------------	-----	-----------	-----	-------------------------------------	----	--------------------------

If NO, please explain how item will be funded:

Executive Summary:

During the fiscal year interfund transfers are sometimes necessary to fund activities/transactions in other funds. Most City revenues are recorded into the General Fund and transfers are periodically made to fund debt service payments, subsidize the activities of other funds or for a special use. Funds Transfer Requests:

Fiscal Year 15/16 –

Transfer of funds from the Capital Projects Fund (513) for budgeted capital improvements, engineering projects, and for IDOT garage annex paving project.

Attachments: *(please list)* **Funds Transfer Resolution Sheet**

Funds Transfer Resolutions

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Funds Transfer Resolutions Authorizing Budgeted Transfers in the Aggregate Amount of \$861,258.00 for Miscellaneous Transfers.

For office use only:

Agenda Item Number: 3a-1

Funds Transfer Resolution

No. _____

BE IT RESOLVED that the Finance Director and City Treasurer of the City of St. Charles be and are hereby authorized to make the following transfers during FY 15/16 and as shown in the budget during that year:

<u>Amount</u>	<u>From Fund</u>	<u>To Fund</u>	<u>Purpose</u>
\$ 682,951.00	100-General Fund	513-Capital Projects Fund	For budgeted capital improvements
\$ 75,974.00	100-General Fund	513-Capital Projects Fund	For engineering projects
\$ 102,333.00	100-General Fund	513-Capital Projects Fund	For IDOT garage annex paving project
TOTAL: \$861,258.00			

THIS IS TO CERTIFY THAT THE ABOVE TRANSFER RESOLUTION was adopted by the City Council of the City of St. Charles, Illinois, at the meeting held on the _____ day of _____, 2016.

Nancy L. Garrison, City Clerk

(SEAL)



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Funds Transfer Resolutions Authorizing Budgeted Transfers in the Aggregate Amount of \$1,363,084.21 for Debt Service Payments and Miscellaneous Transfers
Presenter:	Christopher A. Minick

Please check appropriate box:

X	Government Operations		Government Services
	Planning & Development		City Council

Estimated Cost:	N/A	Budgeted:	YES	X	NO	
-----------------	-----	-----------	-----	---	----	--

If NO, please explain how item will be funded:

Executive Summary:

During the fiscal year interfund transfers are sometimes necessary to fund activities/transactions in other funds. Most City revenues are recorded into the General Fund and transfers are periodically made to fund debt service payments, subsidize the activities of other funds or for a special use. Transfers will be made from the City's Utility Enterprise Funds to finance these funds' proportionate share of the debt service payments.

Funds Transfer Requests:

Fiscal Year 16/17 –

Transfer of funds to cover principal and interest payments for General Obligation Bonds: 2006, 2007A, 2007C, 2008A, 2009, 2011A, 2011B, 2011C, 2011D, 2012A, 2012B, 2012C, 2013A, 2013B and 2015A GO Bonds.

Transfer of funds from the General Fund to the Refuse Fund (230) for Refuse Services

Transfer of funds from the General Fund to the W/C & Liability Fund (803) for Insurance Premiums.

Attachments: *(please list)* **Funds Transfer Resolution Sheet**

Funds Transfer Resolutions

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Funds Transfer Resolutions Authorizing Budgeted Transfers in the Aggregate Amount of \$1,363,084.21 for Debt Service Payments and Miscellaneous Transfers

<i>For office use only:</i>	<i>Agenda Item Number: 3a-2</i>
-----------------------------	---------------------------------

Funds Transfer Resolution

No. _____

BE IT RESOLVED that the Finance Director and City Treasurer of the City of St. Charles be and are hereby authorized to make the following transfers during FY 16/17 and as shown in the budget during that year:

<u>Amount</u>	<u>From Fund</u>	<u>To Fund</u>	<u>Purpose</u>
\$ 23,502.50	305-TIF 4 (First Street) Special Revenue Fund	713-TIF 4 (First Street) Debt Service Fund	2006 GO debt payment
\$ 11,583.75	305-TIF 4 (First Street) Special Revenue Fund	713-TIF 4 (First Street) Debt Service Fund	2007A GO debt payment
\$ 4,900.00	305-TIF 4 (First Street) Special Revenue Fund	713-TIF 4 (First Street) Debt Service Fund	2007C GO debt payment
\$ 15,500.00	305-TIF 4 (First Street) Special Revenue Fund	713-TIF 4 (First Street) Debt Service Fund	2008A GO debt payment
\$ 13,162.50	320-TIF 2 (Moline) Special Revenue Fund	709-TIF 2 (Moline) Debt Service Fund	2009 GO refunding debt payment
\$ 28,525.00	322-TIF 3 (Mall) Special Revenue Fund	705-TIF 3 (Mall) Debt Service Fund	2009 GO refunding debt payment
\$ 67,550.25	100-General Fund	723-2011A GO Debt Service Fund	2011A GO debt payment
\$ 876.06	100-General Fund	725-2011B GO Refunding Debt Service Fund	2011B GO refunding debt payment
\$ 52,662.50	100-General Fund	726-2011C GO Refunding Debt Service Fund	2011C GO refunding debt payment
\$ 40,437.50	306-TIF 5 (STC Mfg) Special Revenue Fund	710-TIF 5 (STC Mfg) Debt Service Fund	2011D GO refunding debt payment
\$ 31,700.00	100-General Fund	721-2012A GO Debt Service Fund (EAB Project)	2012A GO debt payment
\$ 69,300.00	501-Capital Improvement Levy Fund	721-2012A GO Debt Service Fund (RG Bridge)	2012A GO debt payment
\$ 96,352.35	100-General Fund	727-2012B GO Refunding Debt Service Fund	2012B GO refunding debt payment
\$ 45,112.95	200-Electric Fund	727-2012B GO Refunding Debt Service Fund	2012B GO refunding debt payment
\$ 15,223.30	210-Water Fund	727-2012B GO Refunding Debt Service Fund	2012B GO refunding debt payment
\$ 28,961.40	220-Sewer Fund	727-2012B GO Refunding Debt Service Fund	2012B GO refunding debt payment

<u>Amount</u>	<u>From Fund</u>	<u>To Fund</u>	<u>Purpose</u>
\$ 2,562.50	304-TIF 1 (Hotel Baker) Special Revenue Fund	706-TIF 1 (Hotel Baker) Debt Service Fund	2012C GO refunding debt payment
\$ 447,100.00	100-General Fund	713-TIF 4 (First Street) Debt Service Fund	2013A GO refunding debt payment
\$ 6,031.85	100-General Fund	728-2013B GO Debt Service Fund (Various Capital Projects)	2013B GO debt payment
\$ 54,286.67	501-Capital Improvement Levy Fund	728-2013B GO Debt Service Fund (Various Capital Projects)	2013B GO debt payment
\$ 15,408.13	100-General Fund	729-2015A GO Debt Service Fund (Capital Improvements)	2015A GO debt payment
\$ 232,345.00	100-General Fund	230-Refuse Fund	For refuse services
\$ 60,000.00	100-General Fund	803-W/C & Liability Fund	For insurance premiums
TOTAL: \$1,363,084.21			

THIS IS TO CERTIFY THAT THE ABOVE TRANSFER RESOLUTION was adopted by the City Council of the City of St. Charles, Illinois, at the meeting held on the _____ day of _____, 2016

Nancy L. Garrison, City Clerk

(SEAL)

CITY OF ST. CHARLES
Budget Revision Listing

May 2016

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Roll Forward Budget for Non PO	1	100	1000	2017	1	05/06/2016	513300	56200	35,583.00	R/F Range Shelter CP3006
Roll Forward Budget for Non PO	1	100	1000	2017	1	05/06/2016	513900	31197	(35,583.00)	R/F Range Shelter CP3006
1 Total									-	
Budget Transfer	2	100	1000	2017	1	05/13/2016	100111	54250	90.00	Adobe Creative Cloud Subscript
Budget Transfer	2	100	1000	2017	1	05/13/2016	100111	54540	(90.00)	Adobe Creative Cloud Subscript
Budget Transfer	2	100	1000	2017	1	05/13/2016	100650	54250	40.00	Adobe Creative Cloud Subscript
Budget Transfer	2	100	1000	2017	1	05/13/2016	100650	52000	(40.00)	Adobe Creative Cloud Subscript
2 Total									-	
Roll Forward Budget for Non PO	4	100	1000	2017	12	05/24/2016	100402	56099	13,775.00	EOC Antennae Lightning FD4807
Roll Forward Budget for Non PO	4	100	1000	2017	12	05/24/2016	100402	59999	(13,775.00)	EOC Antennae Lightning FD4807
Roll Forward Budget for Non PO	4	100	1000	2017	12	05/24/2016	200521	56001	5,205.00	R/F Remaining Budget EL2023
Roll Forward Budget for Non PO	4	100	1000	2017	12	05/24/2016	200900	31197	(5,205.00)	R/F Remaining Budget EL2023
4 Total									-	
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	513500	56160	76,228.00	For Phs 3 Eng for MFT Project
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	513900	31199	(76,228.00)	For Phs 3 Eng for MFT Project
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	210541	56160	16,911.00	For Phs 3 Eng for MFT Project
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	210900	31199	(16,911.00)	For Phs 3 Eng for MFT Project
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	220552	56160	6,806.00	For Phs 3 Eng for MFT Project
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	220900	31199	(6,806.00)	For Phs 3 Eng for MFT Project
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	513501	56101	51,224.00	R/F for State Street Creek
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	513900	31199	(51,224.00)	R/F for State Street Creek
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	513501	56160	10,000.00	R/F for State Street Creek CE
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	513900	31199	(10,000.00)	R/F for State Street Creek CE
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	513501	56101	46,295.00	R/F for Red Gate Rd Drainage
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	513900	31199	(46,295.00)	R/F for Red Gate Rd Drainage
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	513501	56160	4,556.00	R/F for Red Gate Rd Drainag CE
Roll Forward Budget for Non PO	5	100	1000	2017	1	05/24/2016	513900	31199	(4,556.00)	R/F for Red Gate Rd Drainag CE
5 Total									-	
Roll Forward Budget for Non PO	7	100	1000	2017	1	05/26/2016	513500	56101	99,924.00	IDOT Garage Annex Pavng CP5075
Roll Forward Budget for Non PO	7	100	1000	2017	1	05/26/2016	513900	31197	(99,924.00)	IDOT Garage Annex Pavng CP5075
Roll Forward Budget for Non PO	7	100	1000	2017	1	05/26/2016	513500	56101	1,472,000.00	S Tyler Rd Reconstruct CP5052
Roll Forward Budget for Non PO	7	100	1000	2017	1	05/26/2016	513900	31197	(1,472,000.00)	S Tyler Rd Reconstruct CP5052
Roll Forward Budget for Non PO	7	100	1000	2017	1	05/26/2016	513500	56160	155,000.00	S Tyler Rd Reconstruct CP5052
Roll Forward Budget for Non PO	7	100	1000	2017	1	05/26/2016	513900	31197	(155,000.00)	S Tyler Rd Reconstruct CP5052
7 Total									-	
Budget Entry Correction	8	100	1000	2017	12	05/26/2016	200521	56001	(5,205.00)	Reclassify as Pending R/F
Budget Entry Correction	8	100	1000	2017	1	05/26/2016	200521	59999	5,205.00	Reclassify as Pending R/F
8 Total									-	
Budget Adjustment	10	100	1000	2017	1	05/26/2016	805200	56004	(100,000.00)	Move budget to new Fund 520
Budget Adjustment	10	100	1000	2017	1	05/26/2016	520200	56004	100,000.00	Move budget from Fund 805



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve a Proposal for a Class B Liquor License for Noodles & Company to be located at 3875 E Main Street, St. Charles (Former TGIF Restaurant)

Presenter: Chief Keegan

Please check appropriate box:

X	Government Operations (6/20/16)	<input type="checkbox"/>	Government Services
	Planning & Development	<input type="checkbox"/>	City Council
	Public Hearing	<input type="checkbox"/>	Liquor Control Commission

Estimated Cost:		Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----------------	--	-----------	-----	--------------------------	----	--------------------------

If NO, please explain how item will be funded:

Executive Summary:

This is an application request for a new Class B liquor license for Noodles & Company to be located at 3875 E Main Street, St. Charles (former TGIF Restaurant). A late night permit is not being requested. Application packet is in order with background check completed by Police Department of the restaurant application. Corporate has informed us that a manager will be transferred from the Geneva restaurant to the St. Charles location and that person will be fingerprinted and a background check conducted. License will not be issued until background check is complete and occupancy permit is granted.

At the time of the posting to this Government Operations Committee agenda, the Liquor Commission meeting is scheduled at 4:30 p.m. June 20 (same day) to process application and to move it forward before this committee to seek approval of said application so it can go before the July 5 City Council for final approval.

Attachments: (please list)

- Liquor License Application (front page)
- Background Check (Company)
- Site Plan and Business Plan
- Menu

Recommendation / Suggested Action (briefly explain):

Recommendation to approve a proposal contingent on manager background /fingerprinting being completed for a Class B Liquor License for Noodles & Company to be located at 3875 E Main Street, St. Charles (former TGIF Restaurant).

For office use only: *Agenda Item Number: 4a*

CITY OF ST. CHARLES

LIQUOR CONTROL COMMISSIONER
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



For Office Use
Received:
Fee Paid: \$
Receipt #

City Retail Liquor Dealer License Application (rev. 6/10) **Non-Refundable**

Ordinance 5.08.050.A1 **Application must be completed in full** **Incomplete applications will be rejected**

Business Type: Circle one Individual Partnership Corporation Other _____

Business Name Noodles & Company Sales Tax # 3400-1115

Business Address 3875 Main Street, St. Charles, IL 60174 Business Phone # 720-214-1900

Contact Person Sue Hamilton Title Licensing Coordinator Phone # 913-488-6250

Bassett Certification _____ License Class: B-4

If Corporation, Corporate Name The Noodle Shop Co. - Colorado, Inc.

Corporation Address 520 Zang Street, Broomfield, CO 80021

Corporate Officers, plus Manager of Establishment, Officers must include President, Vice President, Secretary and Treasurer Or Sole Proprietor

Have you had a business within the City of St. Charles under any other corporate name: Yes No
If yes, list address of business _____

Full Name, include Middle Initial Paul A. Strausen Title President/Director

Birth Date _____ Birthplace Hammond, IN Driver's License # _____ Home Phone # _____

Home Address _____

Full Name, include Middle Initial David J. Boennighausen Title Secretary

Birth Date _____ Birthplace St. Louis, MO Driver's License # _____ Home Phone # _____

Home Address _____

Full Name, include Middle Initial _____ Title _____

Birth Date _____ Birthplace _____ Driver's License # _____ Home Phone # _____

Home Address _____

Full Name, include Middle Initial _____ Title _____

Birth Date _____ Birthplace _____ Driver's License # _____ Home Phone # _____

Home Address _____

Schedule of Annual Fees for Retail Liquor Dealer License

Class A Package Liquor Sales:

A-1 (Pkg. Stores Only)	\$1,600/year
A-2 (Pkg. Stores – Grocery/Drug)	\$1,600/year
A-3 (Gourmet Beers & Wine)	\$1,600/year
A-4 (Brewery & Sales)	\$1,600/year

Class B Predominately Food

B-1 (Small Restaurant – no holding bar)	\$1,200/year
B-2 (Holding Bar[s])	\$1,600/year
B-3 (Live Entertainment)	\$2,600/year
B-4 (Beer & Wine Only)	\$1,200/year
B-5 (Counter Service Beer & Wine Only)	\$1,200/year

Class C Predominately Liquor:

C-1 (On Premise Sales)	\$1,300/year
C-2 (Entertainment)	\$2,600/year
C-3 (Beer & Wine Only)	\$1,200/yea

Class D (Site Specific & Hotel/Motel):

D-1 (Pheasant Run)	\$4,000/year
D-2 (Hotels/Motels)	\$2,000/year
D-3 (Banquet Halls & County Clubs)	\$2,000/year
D-4 (Clubs)	\$1,000/year
D-5 (Arcada)	\$2,000/year
D-6 (Q-Center)	\$2,000/year

Class E Temporary Licenses: E-1 (Not for Profit) -\$50/day; E-2 (Special Events-Class B&C Only) -\$100/day; E-3 (Fairgrounds) -\$50/day



Memo

Date: 5/26/2016

To: The Honorable Ray Rogina, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police

A handwritten signature in black ink, appearing to be "J. Keegan", written over the printed name of James Keegan.

Re: Background Investigation-3875 E. Main Street (Class B) Noodles & Company

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

As you are aware, this location formerly housed TGI Friday's before being transitioned into a three-unit/multi-use building (other tenants being ATI Physical Therapy and Pot Belly's). Noodles & Company (based in Colorado) is seeking to expand into the East Gateway and open a full-service/fast-casual restaurant with beer and wine in the aforementioned retail space.

The site location/floor plans and the corresponding application materials were reviewed by my staff. We also reviewed the business plan and corporate paperwork of Noodles & Company. We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with an on-site consumption license, subject to City Council approval with the following contingencies:

- This site is not yet built out but building plans and seating plans appear to adequate and sufficient (see attachment). The Liquor license would be contingent upon an occupancy permit being issued from the Fire Department and final inspection by the Building Department.
- A local manager has not been selected. Therefore, fingerprints and the manager's ability to possess a liquor license have yet to be vetted. Once that selection is made, a liquor license is contingent upon successful completion of the manger's police background and Basset certification.

I am recommending a liquor license subject to the above mentioned contingencies. Thank you in advance for your consideration in this matter.

GENERAL NOTES

- G.C. TO REFER TO MILLWORK SHOP DRAWINGS FOR SPECIFIC SIZES AND DETAILS.
- CAULK FIXED TABLES TO WALLS.
- CHAIR RAIL AND BASE TO BE INSTALLED AFTER BOOTHS FOR TIGHTEST FIT POSSIBLE.
- EQUIPMENT SPACING DIMENSIONS TO BE COORDINATED WITH KITCHEN EQUIPMENT REQUIREMENTS AND FIELD CONDITIONS.
- CORE DRILL STOOLS AND BOLT DOWN TABLES IF SLAB ON GRADE U.N.O.
- CENTERLINE OF STOOLS TO BE LOCATED 7 1/2" FROM FACE OF TABLE EDGE. SPACE STOOLS 2" APART, O.C.
- TABLES WITH SINGLE BASE TO HAVE BASE MOUNTED AT THE CENTER POINT.
- REFER TO PLAN FOR TABLE BASE DIMENSIONS FOR TABLES WITH MORE THAN ONE BASE.
- STOOL BASE TULIP COVERS SHALL BE DRILLED AND TAPPED WITH SET SCREW INSTALLED TO PREVENT COVER FROM MOVING.

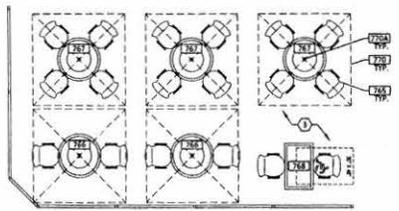
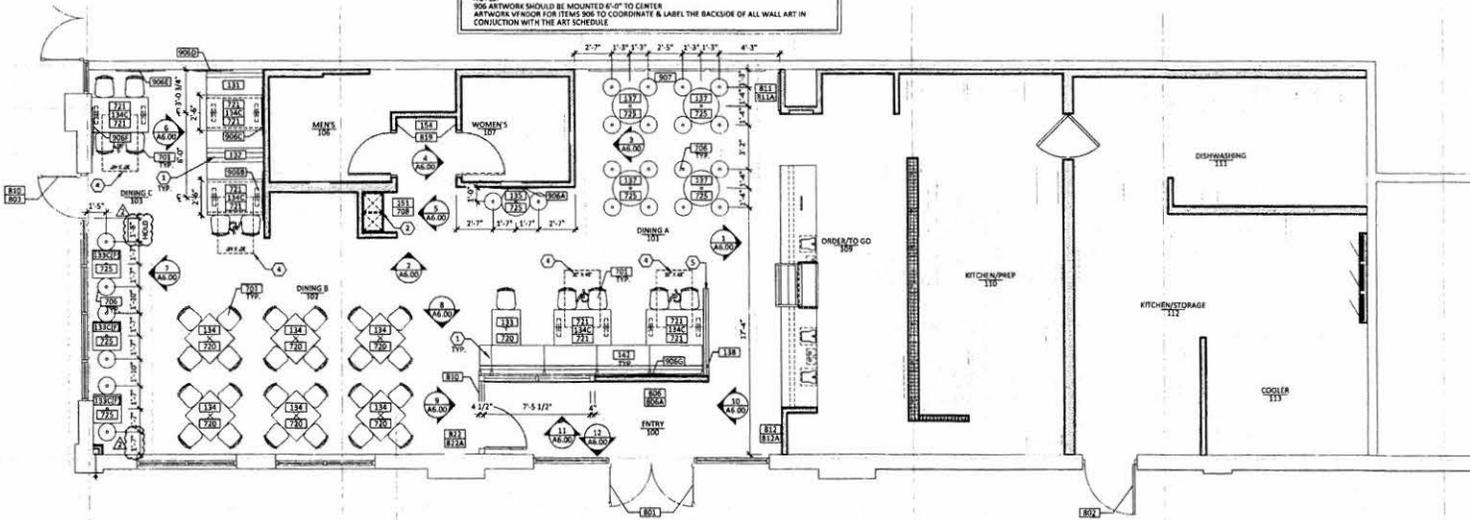
KEY NOTES

- BOOTH AND BANQUETTE SEATING TO BE BUILT WITH STORAGE.
- BOOSTER SEAT SHELF, BY MILLWORK SUPPLIER, 48" AFF. G.C. TO INSTALL.
- G.C. TO PROVIDE AND INSTALL VINYL COATED AIRCRAFT CABLE, MIN. 50 FT. LENGTH, TO LOCK PATIO TABLES AND CHAIRS, TYP.
- 2'-6" MIN CLEAR TYP. AT ACCESSIBLE SEATING.
- G.C. TO COORDINATE SUPPORT CONNECTIONS AT SLAB WITH MILLWORK SHOP DRAWINGS PRIOR TO STARTING CONSTRUCTION.

ART SCHEDULE

REF.	QUANTITY	SIZE	DESCRIPTION
906 A	1	41" X 41"	BBW PHOTO WITH FRAME
906 B	1	41" X 41"	BBW PHOTO WITH FRAME
906 C	1	41" X 41"	BBW PHOTO WITH FRAME
906 D	1	41" X 41"	BBW PHOTO WITH FRAME
906 E	1	41" X 41"	BBW PHOTO WITH FRAME
906 F	1	41" X 41"	BBW PHOTO WITH FRAME
906 G	1	41" X 41"	BBW PHOTO WITH FRAME
907	3	28" H X 48 1/2" W	"PINK PLEX PANELS"
908	0	CUSTOM	VINYL WALL MURAL

NOTES:
906 ARTWORK SHOULD BE MOUNTED 6'-0" TO CENTER ARTWORK WINDOW FOR ITEMS 906 TO COORDINATE & LABEL THE BACKSIDE OF ALL WALL ART IN CONJUNCTION WITH THE ART SCHEDULE.



FURNITURE PLAN
1/4" = 1'-0"



DATE: 12-04-2015
REV: 11-30-2016

PROJECT NUMBER: 15-3000

ISSUANCE/REVISIONS:
 Δ 12.04.2015 REVISION FOR PERMIT
 Δ 09.03.2015 REVISION FOR BID
 Δ 09.24.2015 REVISION FOR CONSTRUCTION

NOODLES & COMPANY (#686)
 3875 E. MAIN STREET
 SAINT CHARLES, IL 60174
 FOR
 NOODLES & CO.
 520 ZANG ST. STE D, BROOMFIELD, CO 80021

FURNITURE PLAN & NOTES

SHEET:

A1.31

Business Plan - Narrative

Noodles & Company is a fast-casual family-friendly restaurant concept that offers healthy American, Asian and Mediterranean-style noodle dishes, soups and salads at reasonable prices for dine-in or carry-out. In addition to serving food, the business plan includes the offering for sale beer and wine for our adult customers. Noodles & Company has over 400 company owned locations throughout the United States and more than 50 locations operating in Illinois. Each location employs approximately thirty team members and is generally open from 10:30am to 10:00pm Sunday through Saturday. A copy of the menu and diagram of the premises is included with the application for a liquor license.

Noodles and Company plans to open a new location in Saint Charles, IL in July of 2016 at 3875 N. Main Street and respectfully requests a review of its application for a license to serve beer and wine on the premises.

SANDWICHES



BBQ Pork
Toasted ciabatta roll loaded with slow-braised pork, colorful coleslaw and barbecue drizzle
560 cal
6.99



The Med
Grilled chicken, mushrooms, spinach, red bell pepper, cucumber, red onion, our zippy Med dressing, ciavito and feta on flatbread
330 cal
5.99

Vegetarian option is available



Wisconsin Cheesesteak
Marinated steak, our Mac & Cheese sauce, cheddar and jack cheese, red onion, red bell pepper and mushrooms on ciabatta
570 cal
6.99



Spicy Chicken Caesar
Grilled chicken, romaine, spicy Caesar dressing, wonton strips and parmesan on flatbread
520 cal
5.99

SALADS



Spinach & Fresh Fruit Salad
Seasonal fruit, crumbled bacon, pecans, house-made croutons, red onion and blue cheese atop spinach with a balsamic fig drizzle
650 cal
7.99



Grilled Chicken Caesar
Grilled chicken, romaine, croutons, traditional dressing and parmesan
500 cal
7.99



Chinese Chicken Chop Salad
Grilled chicken, sesame-soy tossed mixed greens, Asian sprouts, cabbage, red bell pepper, cucumber, carrots, crispy wontons and black sesame seeds
480 cal
7.99



The Med Salad with Chicken
Grilled chicken, romaine, mixed greens, tomato, cucumber, red onion, olives, cavatappi pasta, spicy yogurt dressing and feta
490 cal
7.99

SHAREABLES

Potstickers 4.99 | 2.99
Chicken Dumplings - 6 or 3
340 | 170 cal

Rustic Hummus 5.29 | 3.29
Regular or Small
V 560 | 340 cal

Cheesy Garlic Bread 4.99 | 2.89
Toasted Slices - 6 or 3
V 560 | 330 cal

SMALL BITES

Cucumber Tomato Salad 2.49
V 110 cal

Tossed Green Salad 2.29
Balsamic, Sesame Soy, Med, Fat-Free Asian, Caesar
30-110 cal

Ciabatta/Flatbread .79
V 120 | 200 cal

Cookies 1.59
V 490-610 cal

Rice Krispy Treat 1.79
540 cal

DRINKS

Fountain Drinks 1.79 | 2.19
Kids .79

Fresh-Brewed Iced Tea 1.79 | 2.19

Bottled Drinks 1.69 | 2.49

1% or Chocolate Organic Milk 1.49

Beer 2.99 | 3.99

Wine 5.00 | 6.00
glass bottle
24.00

Beer & wine may not be available at all locations.

— Featured Dish —



Alfredo MontAmore
Spaghetti noodles, four-cheese blend, mushrooms, spinach, tomato and parmesan chicken. Topped with MontAmore cheese, parsley and cracked pepper
1270 cal
8.49

— Fan Favorite —



Thai Hot Pot
Signature curry broth, cabbage, sprouts, Fresno peppers, shitake mushrooms, rice noodles, pulled chicken and pork, lime wedge and cilantro. Served with a side of toasted Asian flatbread
560 cal
8.49

NOODLES
COMPANY

With your choice of:

Side Salad
Tossed Green Caesar
30-110 cal

Side Soup
Chicken Noodle
Thai Curry
Tomato Basil Bisque
130-150 cal

— or —

1
Choose Your Entrée

2
Pick Your Size

reg 5.69 sm 4.39

380-1040 cal 160-650 cal

3
Add Meat or Tofu

Naturally Raised Pork 160 cal +2.69

Parmesan-Crusted Chicken Breast 200 cal +2.59

Grilled Chicken Breast 110 cal +2.39

Marinated Steak 170 cal +2.69

Shrimp 70 cal +2.59

Oven-Roasted Meatballs 300 cal +2.39

Organic Tofu 180 cal +2.39

4
Green It Up or Soup It Up

1.00

Side Salad **Side Soup**

Tossed Green Chicken Noodle

Caesar Thai Curry

Tomato Tomato Basil

Cucumber Bisque

39-110 cal 130-160 cal

Substitute Gluten-Free Pasta
+2.00

Want Extra Veggies
+1.00 ea

Broccoli • Tomato • Cabbage • Spinach
Cucumber • Mushrooms • Red Bell Pepper
Carrots • Kalamata Olives • Red Onion
Shiitake Mushrooms

[S] = Spicy
[V] = Vegetarian
These dishes exclude meat and fish

Allergies? Please ask for our Allergen Guide
For the latest nutrition information
visit Noodles.com/nutrition

NOODLES & PASTA



Penne Rosa
Spicy tomato cream sauce, penne pasta, mushrooms, tomato, spinach, wine and parmesan or feta
[S] [V] 410 | 790 cal
Try with parmesan-crusted chicken



Japanese Pan Noodles
Caramelized udon noodles in a sweet soy sauce, broccoli, carrots, shiitake mushrooms, Asian sprouts, black sesame seeds and cilantro
[S] [V] 310 | 620 cal
Try with marinated steak



Wisconsin Mac & Cheese
A classic blend of cheddar and jack cheeses, cream and elbow macaroni
[V] 520 | 1040 cal
Try with oven-roasted meatballs



Thai Curry Soup
Yellow coconut curry broth, spinach, cabbage, mushrooms, tomato, red onion and rice noodles
[S] [V] 230 | 460 cal
Try with organic tofu



Pesto Cavatappi
Curly pasta, basil pesto, garlic, mushrooms, tomato, wine, cream, parmesan and Italian parsley
[V] 410 | 800 cal
Try with naturally raised pork



Pad Thai
Rice noodle stir-fry with scrambled egg, carrots, cabbage, sweet chili, citrus, peanuts, Asian sprouts and cilantro
420 | 830 cal
Try with sauteed shrimp



Spaghetti & Meatballs
Five meatballs on spaghetti, crushed tomato marinara and parmesan
650 | 920 cal
sm 6.79 reg 8.09



Tomato Basil Bisque
Rich and zesty tomato soup with cream, sherry, fresh basil, garlic and Italian parsley
[V] 260 | 520 cal
Try with parmesan-crusted chicken



Pasta Fresca
Penne with balsamic, olive oil, white wine and roasted garlic, red onion, tomato, spinach and parmesan or feta
[V] 410 | 790 cal
Try with grilled chicken breast



Bangkok Curry
Sweet coconut curry, broccoli, carrots, red bell pepper, onion, mushrooms, a light portion of rice noodles, served on cabbage with black sesame seeds
[V] 260 | 510 cal
Try with naturally raised pork



Steak Stroganoff
Marinated steak, mushroom sherry cream sauce, fresh herbs, cracked pepper, sautéed mushrooms, egg noodles and parmesan
650 | 1030 cal
sm 6.99 reg 8.29



Chicken Noodle Soup
Our signature soup with chicken breast, celery, carrots, onion and wavy egg noodles
190 | 380 cal



Whole Grain Tuscan Linguine
Whole grain linguine, broccoli, red bell pepper, onion, mushrooms, garlic, white wine, cream and parmesan
[V] 350 | 680 cal
Try with parmesan-crusted chicken



Indonesian Peanut Sauté
Spicy peanut sauce and rice noodle stir-fry, broccoli, carrots, cabbage, Asian sprouts, cilantro, crushed peanuts and lime
[S] [V] 420 | 840 cal
Try with grilled chicken breast



Buttered Noodles
Tender wavy egg noodles, butter, Italian seasonings and parmesan
[V] 470 | 930 cal
any size .50 less
Try with oven-roasted meatballs

Order online. It'll be ready when you get here.

Skip our line by ordering online or your mobile device. Come in and head straight to the Pick-Up Register. Your meal will be ready to go.



— Noodles.com/order —



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Proposal for a Class E-2 Temporary Liquor License for a Special Event for St. Charles Cruise Nites Being Sponsored by the St. Charles Chamber of Commerce
Presenter:	Chief Keegan

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations (6/20/16)		Government Services
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		Liquor Control Commission

Estimated Cost:		Budgeted:	YES		NO	
-----------------	--	-----------	-----	--	----	--

If NO, please explain how item will be funded:

Executive Summary:

This is an application request for a Class E-2 Temporary License, authorizing for consumption of beer and wine for the St. Charles Cruise Nites being held on Riverside Avenue (Walnut & Second Avenue). This event is being sponsored by the St. Charles Chamber of Commerce and The Finery & Blacksmith Bar will be the local business licensee providing the alcohol. Consumption will be limited to the serving area of the former "Chord on Blues" outdoor patio located at 106 S Riverside Avenue. This temporary license request is for a series of six (6) individual events to be held on the following dates of the summer season: July 19 & 26, and August 2, 9, 16, 23, 2016. The event will be from 5:00 p.m. – 8:00 p.m.

Please see the attached Special Events packet for more detailed information about the event. Also this Class E-2 Temporary License was an add-on requested after the Special Events Permit was submitted.

At the time of the posting to this Government Operations Committee agenda, the Liquor Commission meeting is scheduled at 4:30 p.m. June 20 (same day) to process application and to move it forward before this committee to seek approval of said application so it can go before the July 5 City Council for final approval.

Attachments: *(please list)*

- Liquor License Application
- Memo of Explanation
- Site Map
- Special Event Application

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a proposal for a Class E-2 Temporary Liquor License for a special event for St. Charles Cruise Nites being sponsored by the St. Charles Chamber of Commerce.

For office use only:

Agenda Item Number: 4b

For Office Use
Received: 6/13/16
Fee Paid: \$600.00
Receipt #

CITY OF ST. CHARLES

TWO EAST MAIN STREET NON-REFUNDABLE
ST. CHARLES, ILLINOIS 60174-1984



CITY LIQUOR DEALER LICENSE APPLICATION CLASS E2 - SPECIAL EVENTS

Pursuant to the provisions of Chapter 5.08, Alcoholic Beverages, of the City of St. Charles Municipal Code regulating the sale of alcoholic liquors in the City of St. Charles, State of Illinois and all amendments thereto now in force and effect.

The undersigned hereby makes application for a Liquor Dealer License
Class E2 *6 individuals one day event*
Commencing July 19, 2016 and ending August 23, 2016
Time Starting 5 pm and ending 9 pm
Location of Event 106 S Riverside St Charles Avenue

Name of Business Haute Concepts LLC DBA The Finery & Blacksmith Bar
Address of Business 305 W Main St St Charles IL 60174 Business Phone 630 815 1887
Has Applicant had a Class E2 License in the previous 365 days? No. If YES, on what date:
5.08.050A1 Circle Choice to Show: Individual Partnership Corporation Other: LLC

Requirements of a Class E2 - Special Civic Event License

- The Class E2 license fee is \$100.00 per day.
- A minimum of three (3) liquor supervisors shall monitor liquor service during all times of operation. **Please provide a list of all supervisors with this application.**
- Beer and/or Wine are the only alcoholic beverages to be sold.
- Hours are restricted to 12 noon to 12:00 midnight.
- Licensee must rope/fence off the licensed premises.
- Each patron **must wear a wristband** after having identification checked for legal alcohol consumption age.
- Are children/minors permitted in the licensed premises? Y/N
- A sign limited beer and/or wine consumption to the roped off area must be conspicuously displayed at all times.
- Each server of alcohol must be BASSET certified - need copy of BASSET certification.**
- A copy of site plan diagram to include roped area shall accompany this application.
- All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

- Name of class B, Class C or Class I Liquor License: The Finery & Blacksmith Bar
- Has the applicant had a Class E2 License in the previous 365 days? No If Yes, on what date?
- Is license to be used in conjunction with a special event approved by the City Council? Yes
If yes, provide name of event: Cruise Nights
- Is license to be used in conjunction with a picnic, bazaar, fair or similar assembly with food dispensing and/or sale the predominate purpose of the event? Yes
- Location/address of event. Important: Attached drawing of location to this application. 106 S. Riverside St. Charles IL
- Important: If location is out of doors, attach proof of liability insurance (photocopy) from an approved insurance agency.

Affidavit

State of Illinois)
County of Kane)

I/We, being duly sworn, that information contained in this application is true to my/our own knowledge and that the statements set forth are of my/our own free will. I/We solemnly swear that I/we will not violate any of the laws of the United States, the State of Illinois or the City Ordinances of the City of St. Charles.

Signed: [Signature] Signed: _____
Sworn to before me this 13 day of June, 2016.
Notary Public: Christine Nilles



ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER
Approved: [Signature] Date: 6-15-16 Chief of Police: [Signature]
Approved: _____ Date: _____ Liquor Commissioner: _____



Memo

Date: 6/10/2016

To: The Honorable Ray Rogina, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police

Re: Cruise Nites Being Sponsored by the St. Charles Chamber of Commerce

The purpose of this memorandum is to document and forward to your attention an application request for a Class E-2 Temporary License, authorizing the consumption of beer and wine for the St. Charles Cruise Nites, currently being held on Riverside Avenue (Walnut & Second Avenue).

This event is being sponsored by the St. Charles Chamber of Commerce and The Finery & Blacksmith Bar will be the local business licensee providing & serving the alcohol. Consumption will be limited to the serving area of the former "Chord on Blues" outdoor patio located at 106 S. Riverside Avenue. Employees from The Finery will be responsible for carding, credentialing and serving patrons (beer & wine) in plastic containers only. Alcohol will not be allowed outside of the patio area.

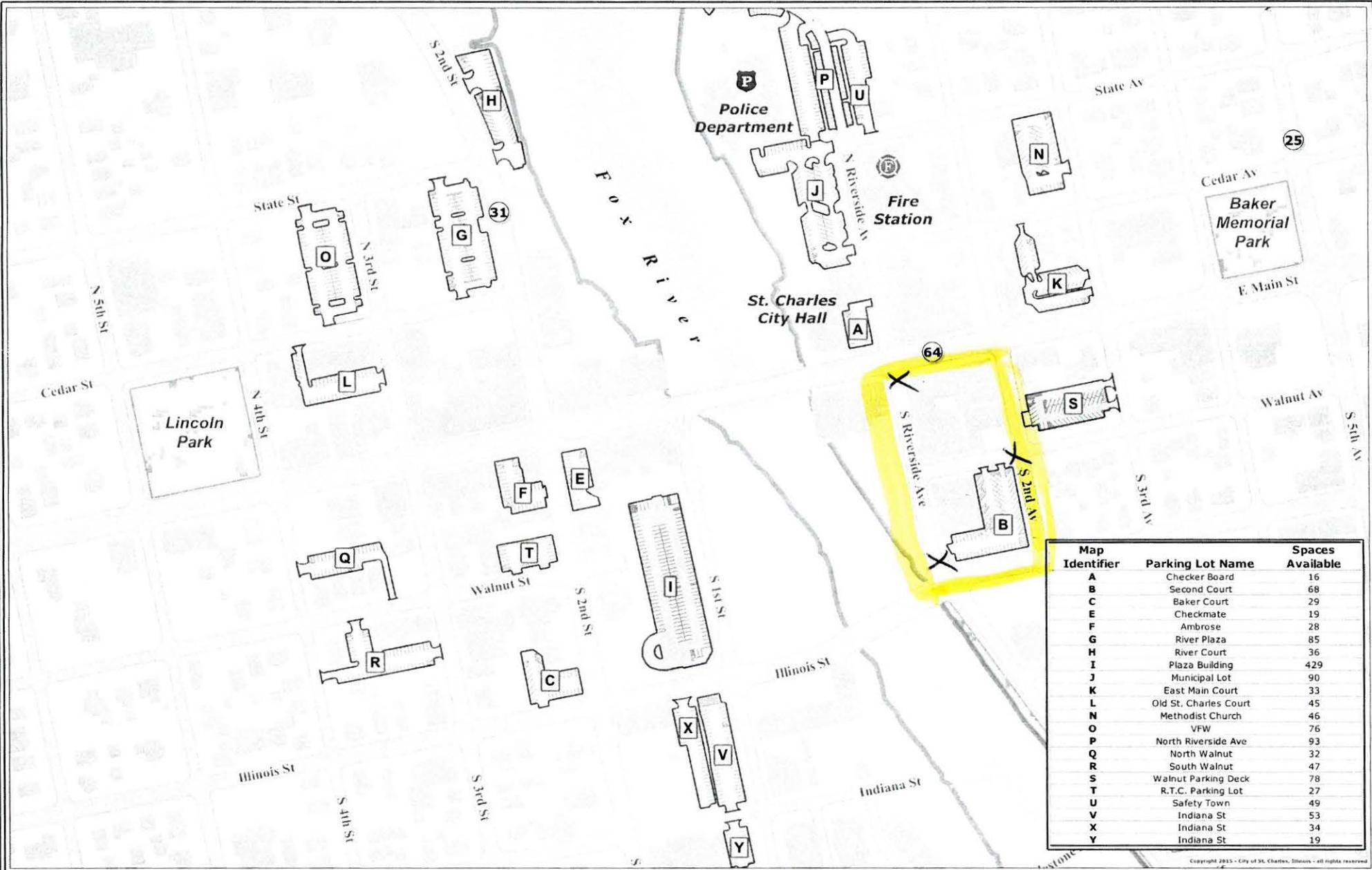
This temporary license request is for a series of six (6) events to be held on the following dates of the summer season: July 19 & 26, and August 2, 9, 16 & 23, 2016. The event will be from 5:00 p.m. – 8:00 p.m.

The site location and event plan for alcohol service was vetted through Commander Mahan and his staff after the initial application material was reviewed by the Special Events Committee. Staff feels comfortable with this event and will not be requiring extra-duty police services. Cruise Nites draws a mature and respectful crowd and both the Chamber of Commerce and The Finery have assured us the proper oversight.

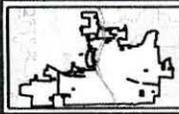
Thank you in advance for your consideration in this matter.



Downtown Parking



Map Identifier	Parking Lot Name	Spaces Available
A	Checker Board	16
B	Second Court	68
C	Baker Court	29
E	Checkmate	19
F	Ambrose	28
G	River Plaza	85
H	River Court	36
I	Plaza Building	429
J	Municipal Lot	90
K	East Main Court	33
L	Old St. Charles Court	45
N	Methodist Church	46
O	VFW	76
P	North Riverside Ave	93
Q	North Walnut	32
R	South Walnut	47
S	Walnut Parking Deck	78
T	R.T.C. Parking Lot	27
U	Safety Town	49
V	Indiana St	53
X	Indiana St	34
Y	Indiana St	19



Map Date: September 4, 2019
City of St. Charles, Illinois
Raymond Rogina, Mayor
Mark Koenen, City Administrator



Public Parking Lot

This work was created for public purposes only and is provided as is, without warranty of any kind other than copyright or trademark. The information contained herein may contain proprietary and confidential information of the City of St. Charles, Illinois. It is the policy of the City of St. Charles to protect its intellectual property. No part of this document may be reproduced or distributed in any form or by any means without prior written permission. To obtain written permission please contact the City of St. Charles, 100 East Main Street, St. Charles, IL 60174.

RECEIVED
FEB 19 2016

Building & Code Enforcement
St. Charles

CITY OF ST CHARLES

SPECIAL EVENT APPLICATION

THIS FORM MUST BE COMPLETED IN

FULL & SUBMITTED 90 or 30 DAYS PRIOR TO THE EVENT



Permit No. 1622646

Date of Meeting: 3/10/2016

Revised date 01/28/2015

Name of the Event: St Charles Cruise Nights Date(s) of Event: 8/9-8/10 & 8/23/2016

Special Event Application – 90 Days

The Special Event Application is due to the City of St. Charles a minimum of ninety (90) days prior to the event if it requires closure of public streets, use of public parking lots, or the service of alcoholic beverages that requires a liquor license to be granted. The 90-day time period allows sufficient time to evaluate the request and provide a recommendation to the City Council for its consideration.

Special Event Application – 30 Days

The Special Event Application is due to the City of St. Charles, at a minimum, thirty (30) days prior to the event if it does not require closure of public streets, use of public parking lots, or the service of alcoholic beverages that requires a liquor license to be granted.

A copy of the Application and Funding of Special Events is attached for your information.

Special Event Submittal Check List

Special Event Application

- Section 1 – Task List and Due Dates –90 day or 30 day submittal
- Section 2 – General Information
- Section 3 – Permits
- Section 4 – Site Plan and/or Route Map
- Section 5– Emergency Phone Tree and Contact
- Section 6 – Emergency Crisis Management Procedures
- Section 7 – Retail Merchants
- Section 8– Hold Harmless Agreement
- Any outstanding funds owed to the City of St. Charles

Application(s) for other permit(s) (See answers in Section 3)

- Outdoor Sales/Event Permit Application and Submittal Fee
 - \$65
- Loudspeaker/Amplifier License Application and Submittal Fee \$70
 - \$5 per day
- Class E Liquor License Application and Submittal Fee
 - \$50 per day – E-1 (Not-for-Profit)
 - \$100 per day – E-2 (Special Civic Event)
- Carnival License Application and Submittal Fee
 - \$30 each – Rides
 - \$20 each – Amusement Stands, Food Stands, Entertainment Shows, Other

Received: <u>2/19/2016</u>	Fee Paid: \$ <u>30</u>	
Receipt # <u>883997</u>	Check # <u>009020</u>	
Copies of application distributed to:		
Police: <u>2/26/2016</u>	Fire: <u>2/26/2016</u>	PW: <u>2/26/2016</u>
Electric: <u>2/26/2016</u>		

SECTION 1 - TASK LIST AND DUE DATES

Use this form to determine the date each of these tasks needs to be completed. For tasks that do not apply, please mark "N/A" in the Due Date column. If the Due Date falls on a weekend or holiday, the Due Date becomes the next normal business day. However, this does not affect the other Due Dates, as they are only dependent on the date of the special event.

Task to be completed for Events that require <u>90 days</u> (All items due to City unless noted)	Days Due Before Event	Due Date
Date of the Special Event	- N/A -	7/19, 7/20, 8/2 8/19, 8/19, 8/23
If event takes place in downtown St. Charles you are to complete an application through the St. Charles Downtown Partnership.	120 days	
Submit Special Event Application	90 days	4/20/14
Payment of any outstanding funds due to the City of St. Charles	At time of submittal	
Provide verification of organization legal status, i.e. NFP, Partnership, Corporation A copy of 501(C)3 document is to be submitted with application.	At time of submittal	
Submit Class E Liquor License Application	90-days	4/20/14 N/A
Submit Outdoor Sales Permit Application	90-days	4/20/14
Submit Loudspeaker/Amplifier License Application	90-days	4/20/14
Submit Raffle Permit Application (Kane & DuPage County)	At time of submittal	
Submit Carnival License Application	90 days	N/A
Submit Fireworks Permit Application	60 days	N/A
Submit Original Certificate of Insurance	21 days	6/28/14
Submit copies of other required permits	At time of submittal	
Emergency Phone Tree	At time of submittal	
Emergency /Crisis Management Procedures	At time of submittal	
Submit Listing of Participating Retail Merchants/Applicable Food Vendors to Finance Department using Pre-Defined Form in Excel format	14 days	7/5/14
Notify residents/businesses of special event	14 days	7/5/14

City Services Requested:			Comments
Police	Yes	No	
Fire/EMS	Yes	No	
EMA	Yes	No	
Public Services	Yes	No	
Electric	<u>Yes</u>	No	
Water	Yes	No	
Other:	Yes	No	

SECTION 2 – GENERAL INFORMATION

Permit No. 110-21110

Name of Event: St. Charles Cruise Nites

Type of Event: Parade Walk/Run/Bike Festival Other Cruise Show

Location of Event: South Riverside Avenue Between 64 & Illinois Street

Date(s) of Event: 7/19, 7/26, 8/2, 8/9, 8/16, 8/23 Hours of Event: 4:30pm to 8pm Estimated Attendance: _____

Event Website: www.stcharleschamber.com

Purpose of the event: To bring people downtown to view classic cars & promote chamber members.

Name of sponsoring organization(s): St. Charles Chamber of Commerce

Please list the organization's legal status (i.e. NFP, Partnership, and Corporation): **A copy of the 501(C)3 document is to be submitted with application.**

(Documentation will need to be submitted providing status)

Type of Entity	Check Box that Applies	City Supporting - Existing Event	City Support - New Event
Governmental Entity		100%	100%
Private/For Profit Entity		0%	0%
Non-Governmental/Non-Profit Entity	<input checked="" type="checkbox"/>	50%	0%

Contact person from sponsoring organization: Amanda Lutz

Organizer address: 211 S. Riverside Avenue

City: St. Charles State: IL Zip: 60174

Office Phone: (630) 584-8384 Cell Phone: (847) 354-5171 E-mail: marketing@stcharleschamber.com

Second contact person (emergency): Stacy Ekstrom Phone: (630) 338-5590

Is this an annual event? YES NO If yes, please provide event date(s) for next year: 7/18, 7/25, 8/1, 2017
8/8, 8/15, 8/22

If the event is a recurring event, please state any problems and/or incidents that have occurred in past years, such as sound amplification, neighborhood parking complaints, etc.

No incidents in past years, this has been a successful event!

What, if anything, are you doing to rectify the problem(s)?

N/A

SECTION 3 - PERMITS

Will you be having a fireworks display are your event? YES NO

If yes, you have to submit a **Fireworks Permit Application** sixty (60) days prior to the event. Please contact the St. Charles Fire Department to complete the application.

Does your event include the use of a tent? YES NO

If yes, you must submit an **Outdoor Sales Permit Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact Building and Code Enforcement to obtain an outdoor sale permit application.

Will you be using speakers and/or sound equipment at your event? YES NO

If yes, you must submit a **Loudspeaker/Amplifier License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact the Mayor's Office to obtain a loudspeaker/amplifier license application.

Are you holding a raffle at your event? YES NO

If yes, you may have to submit a **Raffle Permit Application**. For the raffle permit application for Kane County, please visit www.co.kane.il.us/COC, or contact the Kane County Clerk's Office at 630.232.5950. For the raffle permit application for DuPage County, please visit http://www.dupageco.org/countyclerk/generic.cfm?doc_id=631 or contact the DuPage County Clerk's Office at 630-407-5500.

Will you serve alcohol at your event? YES NO

If yes, you must submit **Class E Liquor License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact the Mayor's Office to obtain a Class E liquor license application.

Will there be amusement rides at the event? YES NO

If yes, you must submit **Carnival License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov or contact the Mayor's Office to obtain a carnival license application.

Will you serve food at your event? YES NO

If yes, please indicate the number of vendors _____

Note: A list of food vendors must be submitted prior to the inspection of your event.

Are you requesting the use of any other city-owned property, i.e. parking lots, etc.? YES NO

If yes, please indicate the property that you are requesting to use.

Would you like to request the closing of city streets? YES NO

If yes, please fill in the following information or submit a route map along with this application:

STREET	FROM	TO	DATES	TIMES
Walnut Ave	2nd Ave	Riverside Ave	7/9, 7/26, 8/2	4:30-8pm
Riverside Ave	Wynn St.	Illinois Ave	8/9, 8/16, 8/23	

Does your event require the use of city sidewalks? YES NO

Does your event require temporary electric service? YES NO
 - If yes, please indicate location(s) electric is needed on next sheet.

Does your event require temporary water/hydrant meter? YES NO
 - If yes, please indicate locations(s) for hydrant meter(s) on next sheet.

SECTION 4 - SITE PLAN AND/OR ROUTE MAP

Please use the space below to illustrate the layout for your event. If you need additional space, please attach a separate sheet.

See attached -

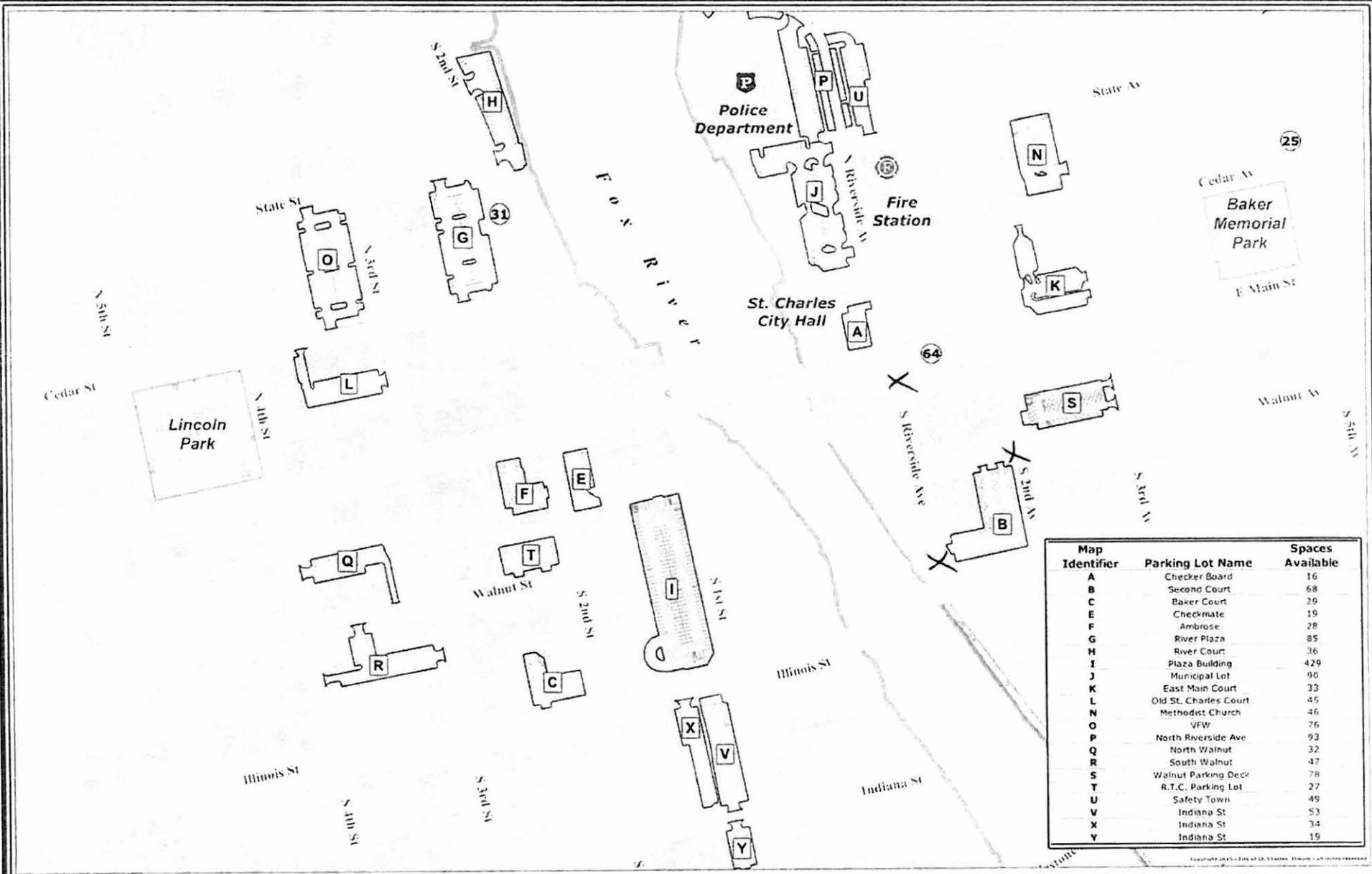
If applicable, the following must be included:

Location of food vendors (FV)
Location of beverage vendors (BV)
Location of garbage receptacles (G)
Location of toilets (T)
Location of hand washing sinks (HWS)
Location of retail merchants (RM)
Location of First Aid (FA)

Location and number of barricades (B)
Location of fire lane (FL)
Location of fire extinguishers (FE)
Public entrances and exits (PE)
Location of sound stages and amplified sound (S)
Location of residential streets surrounding events
Electric (E)
(Hydrant Meter (H20)



Downtown Parking



Map Identifier	Parking Lot Name	Spaces Available
A	Checker Board	16
B	Second Court	68
C	Baker Court	29
E	Checkmate	19
F	Ambrose	28
G	River Plaza	85
H	River Court	36
I	Plaza Building	429
J	Municipal Lot	90
K	East Main Court	33
L	Old St. Charles Court	45
N	Methodist Church	46
O	VEW	76
P	North Riverside Ave	93
Q	North Walnut	32
R	South Walnut	47
S	Walnut Parking Deck	78
T	R.T.C. Parking Lot	27
U	Safety Town	49
V	Indiana St	53
X	Indiana St	34
Y	Indiana St	19



City of St. Charles
 Planning & Zoning
 200 East Main Street
 St. Charles, Illinois 62204
 Phone: 618-377-4600
 Fax: 618-377-3110
 www.stcharles.org



Public Parking Lot

This map was prepared by the City of St. Charles, Illinois, Planning & Zoning Department. It is intended for informational purposes only and does not constitute a contract or warranty of any kind. The City of St. Charles, Illinois, Planning & Zoning Department is not responsible for any errors or omissions in this map. The City of St. Charles, Illinois, Planning & Zoning Department reserves the right to modify this map at any time without notice.

Section 5 – Emergency Phone Tree

Please use the space below to illustrate the Emergency Phone Tree for your event or submit a separate form detailing your Emergency Phone Tree. If you need additional space, please attach a separate sheet.

Event Title St. Charles Cruise Nights Date(s) of Event 7/19, 7/26, 8/2, 8/9, 8/16, 8/23

Emergency Contact Information

Primary Contact: Amanda Lutz Secondary Contact: Stacy Ekstrom

Title: Special Events & Marketing Coordinator Title: President CEO

Phone No: 847-354-5171 Phone no.: 630-338-5590

Tertiary Contact: _____ Operations Manager: _____

Title: _____ Title: _____

Phone No: _____ Phone no.: _____

Site Managers and miscellaneous contacts

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone # _____ Phone #: _____

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone # _____ Phone # _____

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone #: _____ Phone # _____

Section 6– Emergency or Crisis Management Procedures

Please submit your Emergency or Crisis Management Procedures for your event or use the provided example. If you need additional space, please attach a separate sheet.

Emergency/Crisis Management Procedures

1. In the case of any incident, accident or anything deemed “out of the ordinary” (including inclement weather and its potential affects on patrons, property and/or equipment).
St. Lukes Church of Commerce has designated Stacy Ekstrom with the responsibility of being the CRISIS MANAGER (CM). This position will empower the designated person to make decisions on behalf of CM St. Lukes, coordinate with local authorities for an action plan and to make any statements to the press (if applicable).
2. In the case of any incident, accident or anything deemed “out of the ordinary” (including inclement weather and its potential affects on patrons, property and/or equipment) ALL CM St. Lukes staff will be instructed to:
 - a. Act as quickly and professionally as possible;
 - b. To contact their immediate supervisor and/or the on-site CM management representative;
 - c. Have as much factual information available as possible – not to speculate as to the cause of the incident, accident, etc., unless requested by the CM;
 - d. Follow the directions of the immediate supervisor and/or the on-site CM management representative explicitly;
 - e. Recommend that people leave the area first, or at the very least go to their vehicles. If unable to evacuate (staff, disabled, families, etc.) use the lower levels of the parking decks. (West Side, Walnut Street & 1st Street), (East Side, Walnut Avenue & 3rd Avenue). In the event of Tornado Warnings on Saturday and Sunday, Park District staff will open the Pottawatomie Park Community Center so people can seek shelter there, if desired;
If at a location with food, vendors and/or ride operators: turn off all power, gas and grills so unattended energy sources do not catch on fire.
3. These steps should be taken immediately following any incident/accident:
 - a. Get medical help to the parties involved (if applicable);
 - b. Work with sound/announcer, lighting, etc. to inform the patrons of necessary information and/or divert the patron’s attention;
 - c. Resume scheduled activity as soon as possible (subject to #5 below);
 - d. Call the police or other authorities and report any accident;
 - e. Identify witnesses to the incident to obtain statements if necessary;
 - f. Contact a Site Manager for an Incident Report.
4. The CM will communicate to all staff, volunteers, and other personnel that all communication with the press, police, or any other authority will be handled solely by the CM. Police may request information from event personnel and everyone associated with

Chris Nicks will cooperate with the police department. We will not interfere with police investigations and/or action plans and we will provide the police with materials available upon their request. Any and all materials requested should not be given out until copies of all information can be reproduced for _____.

5. The CM will consult with the local authorities. If it is determined conditions are so extreme the festival cannot continue, the CM will consult with Police to discuss alternatives.
6. An official statement will be written and given to the CM as soon as it can be formulated by City of St. Louis management. No personnel or staff should offer any information to any media other than the provided statement. No media questions should be answered unless otherwise instructed.
7. Always remember to follow these guidelines:
 - a. Keep as cool and calm as possible;
 - b. Cooperate fully with the authorities. Be as accurate as possible, don't speculate with anyone, including _____ personnel;
 - c. Direct any and all media questions to CM, and only read official statements prepared by St. Louis Convention & Commerce Management;
 - d. Use common sense. Think before you act, and always be professional;
 - e. Fill out a Festival Incident Report as accurately as possible;
 - f. Get a copy of the Incident Report from the police and a report from the hospital (if applicable).

Additional Notes:

SECTION 7 – RETAIL MERCHANTS

It is the responsibility of the event organizer to ensure that all participating retail merchants are properly collecting, reporting and filing City sales taxes from sales generated at the event, in accordance with State Statutes. The City's current sales tax rate is 8%. Sales tax collections and forms are to be submitted to the State and not the City. For further information on how and where tax payments are to be submitted, please contact the Illinois Department of Revenue Registration Office at 1-800-732-8866.

Please answer the following question regarding the use of retail merchants in conjunction with your event:

Will your event include:

- Merchants selling retail merchandise? YES: _____ NO: X
- Food and/or beverages for immediate consumption? YES: _____ NO: X

If no, no further action is necessary.

If yes to either, you must provide a list of all participating vendors, including business name, address and State IBT number to the City's Finance Department within 14 days of the event. A sample form in Excel format will be emailed to the event organizer's email address. In addition, you must read and sign the following certification:

I understand that it is my responsibility to ensure that all retail merchants and/or food and beverage vendors participating in this event are aware of the rules and requirements for properly collecting and remitting any City sales taxes generated from sales at this event. I will provide the City with a complete listing of all merchants, including their name, address and State IBT number, within 14 days of the event.

Signature: Amanda Lute

Date: 2/19/14

Name: Amanda Lute

Title: Special Events & Marketing Coordinator

SECTION 8 – INDEMNIFICATION/HOLD HARMLESS

In consideration of the City of St. Charles permitting the St. Charles Chamber of Commerce
(“Organization”) to conduct St. Charles Cruise MRS (“Event”), the Organization
recognizes, acknowledges and assumes any and all risks arising from or in any way
related to the Event.

To the fullest extent permitted by law, the Organization hereby agrees to defend, indemnify and hold harmless the City of St. Charles, its officers, officials, employees and agents from and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, cost, and expenses (including all attorney’s fees and costs), arising from, or resulting from or in any way related, directly and/or indirectly to the Event, except that arising out of the sole legal cause of the City of St. Charles, its officers, officials, employees and agents.

The Organization shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City of St. Charles, its officers, officials, employees and/or agents, in any such action, the Organization at its own expense shall satisfy and discharge same.

The invalidity of any provision(s) of this INDEMNIFICATION/HOLD HARMLESS or unenforceability of any of its provisions shall not affect the validity or enforceability of the remainder of this INDEMNIFICATION/HOLD HARMLESS.

The Organization and the authorized signatory below warrant and represent that the authorized signatory below has full authority to execute and submit this application, including, but not by way of limitation, the INDEMNIFICATION/HOLD HARMLESS

provisions contained herein.

The Organization and the authorized signatory below agree to inform the City of St. Charles of any changes in the application at least thirty (30) days prior to the event.

St. Charles Chamber of Commerce
(Name of Organization)

2/19/16
(Date)

by Amanda Lust
Authorized Signatory

Signed and sworn to before me this 19th day of February, 2016.

Deborah L. Graffagna
Notary Public



All applications must be signed and notarized.

After submitting all forms, your application will be reviewed by City staff. All departments that will be involved in providing services or permits for the event will be notified. **Please do not assume that all aspects of the event will be approved. You may be asked to make some changes to your plan based on the availability of services and scheduling of other events.**

The City of St. Charles reserves the right to cancel any event at any time for reasons deemed necessary by the City Council and/or City Administrator.

Deliver All Completed Items to:
City of St. Charles
Attn: Building & Code Enforcement
2 E. Main Street
St. Charles, IL 60174



To all to whom these Presents Shall Come, Greeting:

Whereas, a CERTIFICATE, duly signed and acknowledged, has been filed in the Office of the Secretary of State, on the 18th day of May A.D. 1929 for the organization of the
THE ST. CHARLES CHAMBER OF COMMERCE

under and in accordance with the provisions of "AN ACT CONCERNING CORPORATIONS" approved April 18, 1872, and in force July 1, 1872, and all acts amendatory thereof, a copy of which certificate is hereto attached;

Now Therefore, I, WILLIAM J. STRATTON, Secretary of State of the State of Illinois, by virtue of the powers and duties vested in me by law, do hereby certify that the said
THE ST. CHARLES CHAMBER OF COMMERCE

is a legally organized Corporation under the laws of this State.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois,
 Done at the City of Springfield, this 18th
 day of May A.D. 1929 and
 of the Independence of the United States
 the one hundred and 53rd.



William J. Stratton
 SECRETARY OF STATE.

CITY OF ST. CHARLES
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



DEPARTMENT: BUILDING & CODE ENFORCEMENT

PHONE: 630.377.4406

FAX: 630.443.4638

LOUDSPEAKER/AMPLIFIER LICENSE APPLICATION

Important: this application must be fully and accurately complete.

1. License term: FROM 7/19/11 TO 8/23/11 Number of Days 6
2. Applicant is: Corporation Partnership Individual
3. Applicant's Name St. Charles Chamber of Commerce Telephone # 630-584-8384
D/B/A Amanda Wolf
Address 211 S. Riverside Ave City/State/Zip St. Charles, IL 60174
4. Device Owner's Name _____ Telephone # _____
Address _____ City/State/Zip _____
5. Device(s) to be used, specific to power amplification (wattage) and output:
Speaker from radio stations: 103.9 The Fox, 105.5 The Star, 95.9 The River,
97.1 The Drive
6. Area where device(s) is/are to be used:
within car show area 7th Ave, 2nd Ave. & Walnut Ave
electricity needed at the corner of Walnut Ave & 2nd Ave.
7. Amplification system will be used for:
 Music
 Public Speaking
 Other (describe) _____
8. If used for music, what type (include name of artist/band if applicable):
Oldies, Classic Car Show music, hits, music played on: 103.9 The Fox,
105.5 The Star, 95.9 The River & 97.1 The Drive

9. Time of day device(s) is/are to be used: 5pm - 8pm

By signing this application, the applicant agrees to all the provisions of Chapter 9.24 of the City of St. Charles Municipal Code.

Applicant *Amanda Lutz*
Signature

The fee for such a license will be \$5.00 per day, payable when the application is submitted for review. The city's police chief will reserve the right to review the application, and in conjunction with the Public Health and Safety Committee, either approve or deny the license request.

Approved: _____

Denied: _____

by: _____
Chief of Police

For Office Use

Date Received _____ Fee Paid _____ Receipt No. _____ Permit No. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2015

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 Wine Sergi Insurance 1000 E. Warrenville Road Suite 101 Naperville IL 60563		CONTACT NAME: PHONE (A/C, No, Ext): 630-513-6600 E-MAIL ADDRESS: jarar@winesergi.com FAX (A/C, No): 630-513-6399	
INSURED STCHAR1 St Charles Chamber of Commerce 216 Riverside Ave St. Charles IL 60174		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10677	

COVERAGES

CERTIFICATE NUMBER: 1962776191

REVISION NUMBER:

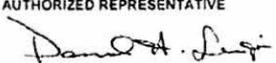
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		EPP0155672	9/1/2015	9/1/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/PROP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EBA0155672	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$1,000,000
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			EPP0155672	9/1/2015	9/1/2016	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC0266296	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

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

The City of St. Charles is an additional insured as respects general liability coverage as required by written contract for the operations of the above insured.

CERTIFICATE HOLDER**CANCELLATION**

City of St Charles 2 E Main Street 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 
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve an Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.20 “Massage Establishments”, Sections 5.20.010 “Definitions”, 5.20.080 (B), “Issuance and Denial of Licenses”, 5.20.110 “Conditions and Restrictions of Licenses”, 5.20.170 “Notice” and 5.20.180 (C) “Revocation or Suspension of Licenses” of the St. Charles Municipal Code
Presenter:	Chief Keegan

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations (6/20/16)		Government Services
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		Liquor Control Commission

Estimated Cost:		Budgeted:	YES		NO	
-----------------	--	-----------	-----	--	----	--

If NO, please explain how item will be funded:

Executive Summary:

This is an amendment to an Ordinance Amending Chapter 5.20 “Massage Establishments”, Sections 5.20.010 “Definitions”, 5.20.080 (B), “Issuance and Denial of Licenses”, 5.20.110 “Conditions and Restrictions of Licenses”, 5.20.170 “Notice” and 5.20.180 (C) “Revocation or Suspension of Licenses” of the St. Charles Municipal Code. Pursuant to our annual review and relicensing efforts of those St. Charles businesses offering massage services, coupled with our attempt and desire to legitimize massage practices within St. Charles and strengthen our existing ordinance, the following massage licensing modifications are being recommended in the attached ordinance.

At the time of the posting to this Government Operations Committee agenda, the Liquor Commission meeting is scheduled at 4:30 p.m. June 20 (same day) to process application and to move it forward before this committee to seek approval of said application so it can go before the July 5 City Council for final approval.

Attachments: *(please list)*

Memo
Ordinance

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.20 “Massage Establishments”, Sections 5.20.010 “Definitions”, 5.20.080 (B), “Issuance and Denial of Licenses”, 5.20.110 “Conditions and Restrictions of Licenses”, 5.20.170 “Notices” and 5.20.180 (C) “Revocation or Suspension of Licenses” of the St. Charles Municipal Code.

For office use only:

Agenda Item Number: 4c



Memo

To: The Honorable Raymond Rogina, Mayor and Liquor Commissioner
From: James Keegan, Chief of Police
Re: Massage Licensing Ordinance Modifications

Introduction

Pursuant to our annual review and relicensing efforts of those St. Charles businesses offering massage services coupled with our attempt and desire to legitimize massage practices within St. Charles and strengthen our existing ordinance, the following massage licensing modifications are being recommended:

Proposed Modifications

5.20.010 “Definitions”

PREMISES. The area depicted in the License Application.

Section 5.20.080(B) “Issuance and Denial of Licenses” shall be deleted in its entirety and the following language inserted in lieu thereof:

“B. In the case of an application for massage business license, the Building Official shall cause the premises to be licensed to be inspected to assure that the proposed operation complies with all applicable laws, including the building, electrical, plumbing, health, housing, zoning, and fire codes of the City, and any other regulations of the city relating to the public health, safety and welfare. **The Director of Community and Economic Development** and the Building & Code Enforcement Division Manager shall make written verification to the Local Liquor Control Commissioner concerning compliance with the codes and ordinances of the City.”

That the following addition (in red) shall be added to Section 5.20.110 “Conditions and Restrictions of Licenses”:

A. **Supervision. A licensee of a licensed massage establishment shall have the premises supervised at all times when open for business. Any business rendering massage services shall have at least one person who is a licensed massage therapist on the premises at all times while the establishment is open. The licensee shall personally supervise the business, or shall delegate such supervisory responsibility to a manager whose name is listed on the massage business license and shall not violate, or permit others to violate, any applicable provisions of the chapter. The violation of any provision of this chapter by any agent or employee of the licensee shall constitute a violation by the**



licensee. This requirement does not apply to premises in which massage services are performed by a licensed massage therapist by appointment only.

L. No person shall reside in any portion of the licensed premises.”

M. Public Access. Every massage establishment that operates on the first floor of a building with direct access from outside the building shall separate the area of the premises in which massages are performed from a public reception and/or waiting room area, and the public entrance to the establishment shall be open and unlocked during all of the hours that massage services are offered, open or advertised to be open to the public. This requirement does not apply to premises in which massage services are performed by appointment only in:

1. Single offices that are rented on second stories; or
2. Single offices in first floors that are interior spaces from which patrons have access through public spaces.”

N. Exterior Window Coverings. No massage establishment shall be equipped with tinted or one-way glass in any room or office. Any windows or doors into the lobby shall not be covered. The lobby must be clearly visible from the exterior of the business at all times.”

That the last sentence of Section 5.20.170 “Notice” shall be deleted and the following inserted in lieu thereof:

“The revocation or suspension of License shall be deemed effective immediately after personal service or after the mailing of the written notice as provided herein.”

That Section 5.20.180(C) “Revocation or Suspension of Licenses” shall be deleted in its entirety and the following language inserted in lieu thereof:

“C. When any license shall have been revoked for cause, no license shall be granted to any person for a period of five years thereafter for the conduct of a massage business in the premises described in the revoked license.”

Summary

We as a staff feel these additions/deletions will strengthen our ordinance as established and have vetted these modifications appropriately with our City Attorney. As always, I stand ready to discuss and defend my recommendations accordingly.

Thank you in advance for your cooperation in this matter.

City of St. Charles, Illinois
Ordinance 2016-M-_____

**An Ordinance Amending Title 5 “Business Licenses and Regulations”,
Chapter 5.20 “Massage Establishments”, Sections 5.20.010 “Definitions”,
5.20.080(B), “Issuance and Denial of Licenses”, 5.20.110 “Conditions
and Restrictions of Licenses”, 5.20.170 “Notice” and
5.20.180(C) “Revocation or Suspension of Licenses”
of the St. Charles Municipal Code**

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

WHEREAS, THE City of St. Charles (the “City”) is a home rule municipality duly organized and existing pursuant to the Illinois constitution of 1970 and the laws of the State of Illinois; and;

WHEREAS, the City has previously adopted an Ordinance providing for licensing of massage establishment within the City; and;

WHEREAS, the City finds that it is necessary and desirable to amend certain sections of the Massage Establishments Ordinance.

SECTION ONE. Recitals. The foregoing recitals are hereby adopted as part of this Ordinance.

SECTION TWO: That Section 5.20.010 “Definitions” of the St. Charles Municipal Code is hereby amended as follows:

The following definition is added to Section 5.20.010:

PREMISES. The area depicted in the License Application.”

SECTION THREE: That Section 5.20.080(B) “Issuance and Denial of Licenses” shall be deleted in its entirety and the following language inserted in lieu thereof:

“B. In the case of an application for massage business license, the Building Official shall cause the premises to be licensed to be inspected to assure that the proposed operation complies with all applicable laws, including the building, electrical, plumbing, health, housing, zoning, and fire codes of the City, and any other regulations of the city relating to the public health, safety and welfare. The Director of Community and Economic Development and the Building & Code Enforcement Division Manager

shall make written verification to the Local Liquor Control Commissioner concerning compliance with the codes and ordinances of the City.”

SECTION FOUR: That Section 5.20.110 “Conditions and Restrictions of Licenses” is hereby amended as follows:

That the following is added to Section 5.20.110:

- A. Supervision. A licensee of a licensed massage establishment shall have the premises supervised at all times when open for business. Any business rendering massage services shall have at least one person who is a licensed massage therapist on the premises at all times while the establishment is open. The licensee shall personally supervise the business, or shall delegate such supervisory responsibility to a manager whose name is listed on the massage business license and shall not violate, or permit others to violate, any applicable provisions of the chapter. The violation of any provision of this chapter by any agent or employee of the licensee shall constitute a violation by the licensee. *This requirement does not apply to premises in which massage services are performed by a licensed massage therapist by appointment only.*

- L. *No person shall reside in any portion of the licensed premises.”*

- M. *Public Access. Every massage establishment that operates on the first floor of a building with direct access from outside the building shall separate the area of the premises in which massages are performed from a public reception and/or waiting room area, and the public entrance to the establishment shall be open and unlocked during all of the hours that massage services are offered, open or advertised to be open to the public. This requirement does not apply to premises in which massage services are performed by appointment only in:*
 - 1. *Single offices that are rented on second stories; or*
 - 2. *Single offices in first floors that are interior spaces from which patrons have access through public spaces.”*

- N. *Exterior Window Coverings. No massage establishment shall be equipped with tinted or one-way glass in any room or office. Any windows or doors into the lobby shall not be covered. The lobby must be clearly visible from the exterior of the business at all times.”*

SECTION FIVE: That the last sentence of Section 5.20.170 “Notice” shall be deleted and the following inserted in lieu thereof:

No license shall be revoked, suspended, or refused until the applicant or license holder has received written notice of violation from the Chief of Police. The notice shall set forth the allegations of why the applicant or license holder should be revoked, suspended, or refused. Said notice shall be served upon an applicant or license holder by delivering the same personally or by delivery to the place of business or residence of the applicant or license holder. All applicants or

license holders shall notify the City within 24 hours of any change of address. If the service of such notice cannot be made in the manner provided herein, a copy of such notice shall be sent by regular mail, postage prepaid, to the last known address of the applicant or license holder contained in the City’s files. *The revocation or suspension of license shall be deemed effective three business days after personal service or after the mailing of the written notice as provided herein.*

“The revocation or suspension of license shall be deemed effective immediately after personal service or after the mailing of the written notice as provided herein.”

SECTION SIX: That Section 5.20.180(C) “Revocation or Suspension of Licenses” shall be deleted in its entirety and the following language inserted in lieu thereof:

“C. When any license shall have been revoked for cause, no license shall be granted to any person for a period of five years thereafter for the conduct of a massage business in the premises described in the revoked license.”

SECTION SEVEN: SEVERABILITY –If any provision of this Ordinance, or the application of any provision of this Ordinance is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

SECTION EIGHT: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION NINE: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of _____, 2016.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of _____, 2016.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of _____, 2016.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Resolution Authorizing the City Administrator to Execute A License Agreement By and Between the City of St Charles and the Downtown St Charles Partnership
Presenter:	Chris Minick, Finance Director

Please check appropriate box:

<input type="checkbox"/>	Government Operations	X	Government Services (06/20/2016)
<input type="checkbox"/>	Planning & Development		City Council

Estimated Cost:	N/A	Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----------------	-----	-----------	-----	--------------------------	----	--------------------------

If NO, please explain how item will be funded:

Executive Summary:

On August 6, 2012, the City Council approved a license agreement authorizing the Downtown St. Charles Partnership to utilize office space and equipment at City Hall. That license agreement was for a one-year term and allowed for up to two (2) 1-year renewal periods. The renewal periods were exercised and they expired April 30, 2015. Last July, the City Council authorized an additional extension of the license agreement which terminated on April 30, 2016.

The Downtown St. Charles Partnership has requested to remain in the space at City Hall under the same terms as the previous License Agreement. Staff has prepared a resolution authorizing a new license agreement under substantially the same terms and conditions as the previous license agreement with one important exception:

- City Staff is requesting that the initial term of the license agreement be for a 3-year period to terminate April 30, 2019. This will allow for elimination of the administrative burden and cost of bringing forward annual renewals. After 2019, the agreement can be extended for two (2) subsequent two (2) year terms.
- Note that either party can terminate the agreement with 120 days' written notice to the other party. Additionally the agreement may be terminated with 30 days' written notice in the event the DSCP breaches the agreement and does not cure the breach. Also, the agreement may be terminated with 60 days' written notice if the license agreement or any renewal period has lapsed and not been renewed.

Staff has no objections to the license agreement as proposed and recommends approval. Should the length of the agreement be objectionable, Staff would recommend that we return to a one year term with 2 subsequent one year renewal terms as in the previous agreement.

Attachments: (please list)

Resolution
 New DSCP License Agreement
 Original License Agreement dated August 6, 2012

Recommendation / Suggested Action (briefly explain):

Recommendation to approve a Resolution Authorizing the City Administrator to Execute A License Agreement By and Between the City of St Charles and the Downtown St Charles Partnership

For office use only

Agenda Item Number: 5a

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and the City Clerk of the
City of St. Charles to Execute a License Agreement by and
Between the City of St. Charles and the Downtown St. Charles Partnership**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that: The City Administrator be hereby authorized to execute that License Agreement, 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 ____ day of _____, 2016.

Passed by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2016.

Approved by the Mayor of the City of St. Charles, Illinois this ____ day of _____, 2016.

Mayor

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of July, 2016, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the “Licensor” or “City”), and the Downtown St. Charles Partnership, an Illinois not-for-profit corporation (the “Licensee”)

WITNESSETH

WHEREAS, the Licensor is the owner of the St. Charles City Hall/Municipal Center located at 2 East 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 (the “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 promoting the downtown area of the City with the goal of enhancing the economic, social, and cultural environment in the City; and,

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 thereby agree as follows:

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

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

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

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

Section 5. Condition and Upkeep; Use. 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.

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

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

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

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

Licensor hereby indemnifies, releases and holds Licensee harmless, and agrees to defend Licensee from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensor, its officers, agents and/or employees regarding the License Area. This indemnity is intended as a full and complete general indemnity and shall

include Licensor's responsibility for any attorney's fees incurred by Licensee in defense of any claims or actions brought by third parties against Licensee as a result of the privileges granted to Licensor herein.

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

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

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

Section 13. Term. Unless otherwise terminated pursuant to Section 14, this Agreement shall remain in effect until April 30, 2019; provided, however, upon mutual agreement of the parties hereto, this Agreement may be renewed for up to two (2) consecutive two-year periods.

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

Should the agreement or any renewal period terminate and not be renewed in accordance with Section 13 of the Agreement, the Licensor may require the Licensee to vacate the Office Space and return the Equipment and keys to the Office Space upon sixty (60) days written notice to the Licensee.

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

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

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

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

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

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

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

A. Licensor at:

Downtown St. Charles Partnership
2 E. Main Street
St. Charles, Illinois 60174
Attn: Executive Director

B. Licensee at:

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF ST. CHARLES

ATTEST:

City Clerk

By: _____
City Administrator

DOWNTOWN ST. CHARLES PARTNERSHIP

By: _____

ATTEST:

EXHIBIT "A"

DESCRIPTION OF OFFICE SPACE – OUTLINED IN RED

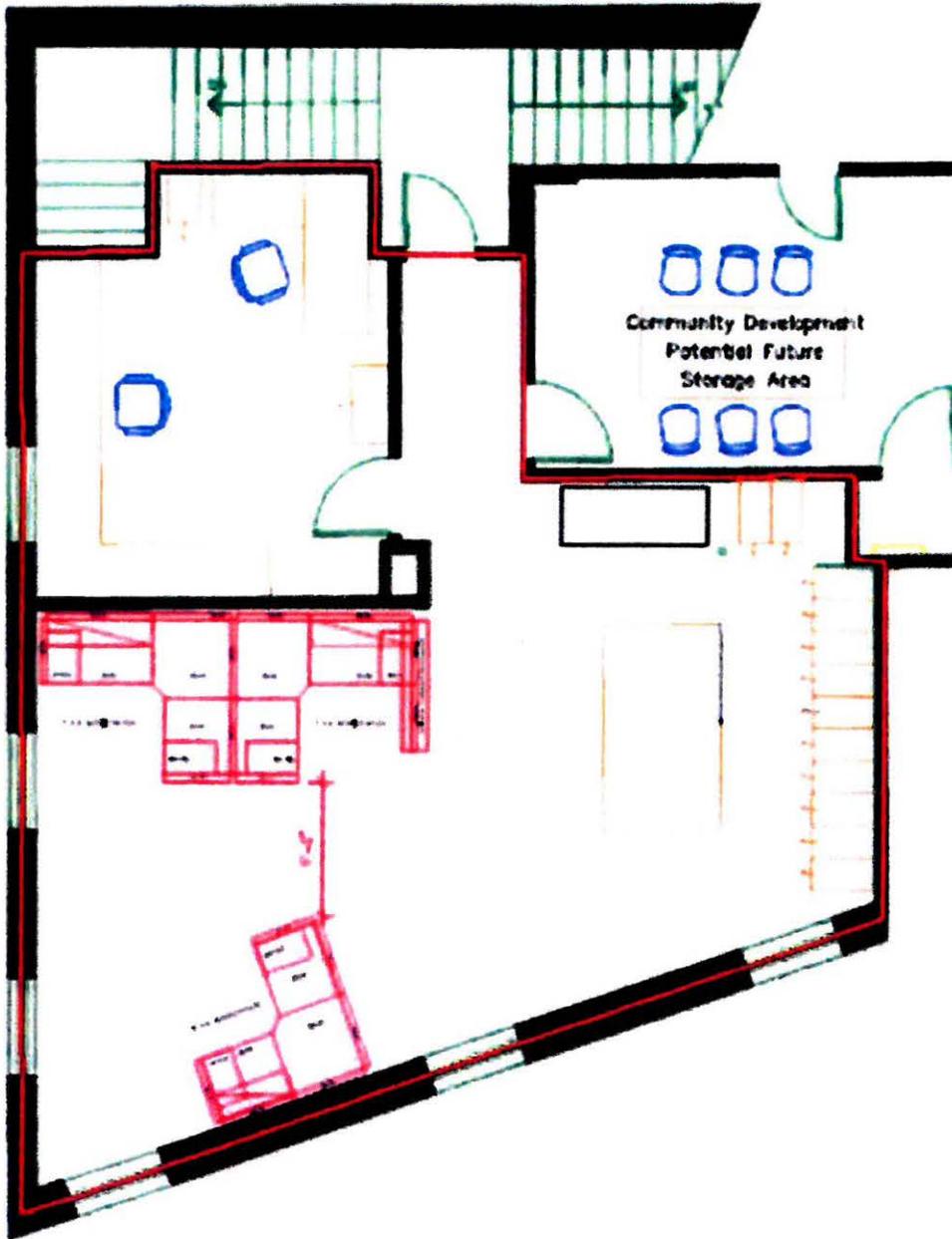


EXHIBIT "B"

DESCRIPTION OF OFFICE EQUIPMENT

Two Full Desk Sets Include:

- "C" Shaped Countertop (including side panels) as shown on the plan.
- Two Overhead Shelves w/ locking doors, task light and pin board back. These sit on top of the counter.
- One (1) 2-drawer locking File Cabinet (under countertop)
- One (1) 3-drawer locking File Cabinet (under countertop). This includes 1 lower file drawer and 2 upper office equipment drawers.
- One (1) Pencil Drawer (mounted under countertop)

One Small Desk Set Includes:

- 6' x 3' Single Countertop (including side panels) as shown on the plan.
- One (1) 3-drawer locking File Cabinet (under countertop). This includes 1 lower file drawer and 2 upper office equipment drawers.
- Two Overhead Shelves w/ locking doors, task light and pin board back. These sit on top of the counter.

Other Office Includes:

- One (1) 6' x 3' Single Desk
- One (1) 3-drawer locking File Cabinet (under countertop). This includes 1 lower file drawer and 2 upper office equipment drawers.
- One (1) 6' x 3' Single Desk (including side panels)
- Two Overhead Shelves w/ locking doors

City of St. Charles, Illinois
Resolution No. 2012-103

A Resolution Authorizing the City Administrator of the City of St. Charles to Execute the License Agreement by and Between the City of St. Charles and Downtown St. Charles Partnership

Presented and Passed by the City Council on 06 August 2012

BE IT RESOLVED by the CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, that the CITY ADMINISTRATOR be hereby authorized to execute that License Agreement, 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 6th day of August, 2012.

Passed by the City Council of the City of St. Charles, Illinois this 6th day of August, 2012.

Approved by the Mayor of the City of St. Charles, Illinois this 6th day of August, 2012.



Donald P. DeWitte

Mayor Donald P. DeWitte

Attest:
Nancy Garrison

City Clerk

Council Vote:
Ayes: 10
Nays: 0
Abstain: _____
Absent: _____

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of August, 2012, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the "Licensor" or "City"), and the Downtown St. Charles Partnership, an Illinois not-for-profit corporation (the "Licensee");

WITNESSETH

WHEREAS, the Licensor is the owner of the St. Charles City Hall/Municipal Center located at 2 East 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 (the "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 promoting the downtown area of the City with the goal of enhancing the economic, social, and cultural environment in the City; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

Licensor hereby indemnifies, releases and holds Licensee harmless, and agrees to defend Licensee from any and all liability, causes of action, suits, damages or demands of whatever

nature arising out of the conduct of Licensor, its officers, agents and/or employees regarding the License Area. This indemnity is intended as a full and complete general indemnity and shall include Licensor's responsibility for any attorney's fees incurred by Licensee in defense of any claims or actions brought by third parties against Licensee as a result of the privileges granted to Licensor herein.

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

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

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

Section 13. Term. Unless otherwise terminated pursuant to Section 14, this Agreement shall remain in effect until April 30, 2013; provided, however, upon mutual agreement of the parties hereto, this Agreement may be renewed for up to two (2) consecutive one-year periods.

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

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

Licensor and its officers, contractors, agents and/or employees shall not be liable for any damage occasioned by failure to keep the Office Space or Equipment in good repair, nor for any damage done or occasioned by or from plumbing, electricity, gas, water, sprinkler, steam or other pipes or sewerage of the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Property or Office Space nor for any damage occasioned by water, snow or ice being upon or coming through the roof, windows or otherwise.

Section 16. Miscellaneous. This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the

parties unless herein otherwise provided. Either party's waiver of any breach of failure to enforce any of the terms or conditions of this Agreement, at any time, shall not in any way affect, limit or waive that party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

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

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

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

A. Licensor at:

Downtown St. Charles Partnership
2 E. Main Street
St. Charles, Illinois 60174
Attn: Executive Director

B. Licensee at:

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF ST. CHARLES



By: _____
City Administrator

ATTEST:

Nancy Garrison
City Clerk

DOWNTOWN ST. CHARLES PARTNERSHIP

By: _____

ATTEST:

EXHIBIT "A"

DESCRIPTION OF OFFICE SPACE – OUTLINED IN RED

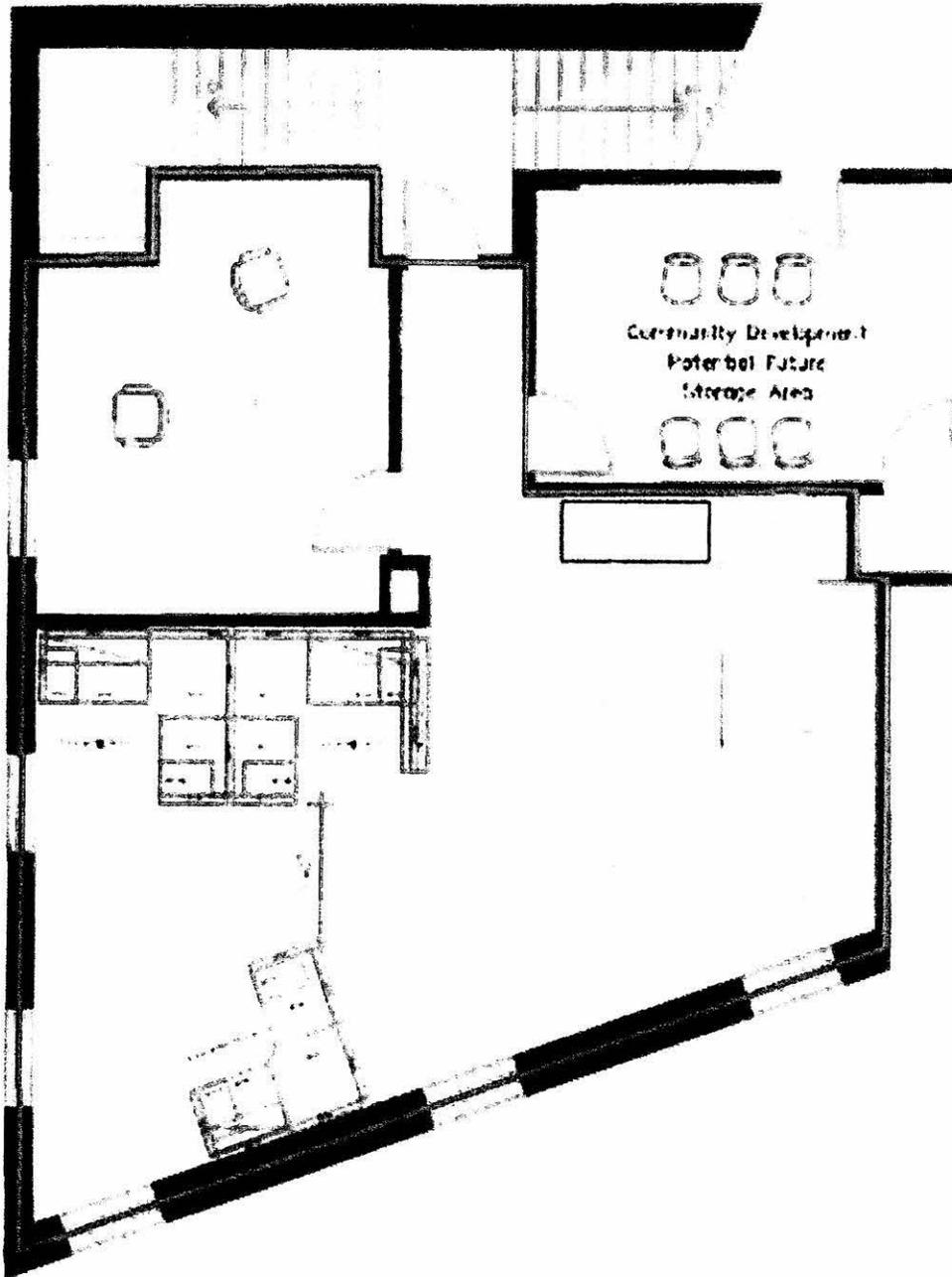


EXHIBIT "B"

DESCRIPTION OF OFFICE EQUIPMENT

Two Full Desk Sets Include:

- "C" Shaped Countertop (including side panels) as shown on the plan.
- Two Overhead Shelves w/ locking doors, task light and pin board back. These sit on top of the counter.
- One (1) 2-drawer locking File Cabinet (under countertop)
- One (1) 3-drawer locking File Cabinet (under countertop). This includes 1 lower file drawer and 2 upper office equipment drawers.
- One (1) Pencil Drawer (mounted under countertop)

One Small Desk Set Includes:

- 6' x 3' Single Countertop (including side panels) as shown on the plan.
- One (1) 3-drawer locking File Cabinet (under countertop). This includes 1 lower file drawer and 2 upper office equipment drawers.
- Two Overhead Shelves w/ locking doors, task light and pin board back. These sit on top of the counter.

Other Office Includes:

- One (1) 6' x 3' Single Desk
- One (1) 3-drawer locking File Cabinet (under countertop). This includes 1 lower file drawer and 2 upper office equipment drawers.
- One (1) 6' x 3' Single Desk (including side panels)
- Two Overhead Shelves w/ locking doors