



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Resolution Authorizing Execution of Amendment to Agreement for Services with Downtown St. Charles Partnership

Presenter: Brian Townsend

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council (4/16/12)
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$40,000	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

For many years, the City of St. Charles and Downtown St. Charles Partnership (DSCP) have entered into an agreement that specifies the services to be provided by the DSCP in exchange for a specific amount of funding. Over the past few months, there has been discussion regarding the DSCP and the types of services the organization – and the city - believes are a priority. Those discussions are ongoing and the parties are not yet ready to finalize an agreement for the FY12-13 budget year. For that reason, a 60-day extension to the current agreement is being proposed.

The extension will allow the DSCP to continue to provide services, and allow the city to provide funding, while the new service agreement is being finalized.

Attachments: *(please list)*

Resolution
Amendment to Agreement
FY11-12 Agreement for Services

Recommendation / Suggested Action *(briefly explain):*

Recommend that the City Council Approve a Resolution Authorizing the City Administrator to execute an amendment to the Agreement for Services By and Between the City of St. Charles and Downtown St. Charles Partnership.

For office use only: Agenda Item Number: F _____

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the City Administrator of the City of St. Charles
to Execute First Amendment to the Agreement for Services By and
Between the City of St. Charles and Downtown St. Charles Partnership**

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

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 First Amendment, 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 _____, 2012.

Passed by the City Council of the City of St. Charles, Illinois this ____ day of _____ 2012.

Approved by the Mayor of the City of St. Charles, Illinois this ____ day of _____, 2012.

Mayor Donald P. DeWitte

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES is made and entered into and effective _____, 2012 by and between the City of St. Charles, an Illinois municipal corporation ("City"), and Downtown St. Charles Partnership, Inc. (the "Partnership").

RECITALS

- A. The City and the Partnership are parties to that certain Agreement for Services, ("Agreement") dated as of _____, 2011.
- B. The City and the Partnership desire to amend the Agreement, as set forth and stated below.

IN CONSIDERATION of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as if fully rewritten.
2. Funding. Section II of the Agreement is hereby deleted in its entirety and substituted by the following:

"Section II. In consideration of the foregoing services provided by the Partnership, the City agrees to pay to the Partnership 100% of the Special Service Area 1B property tax receipts, excluding Tax Increment Financing property tax proceeds, or \$280,000, whichever is less, for the period beginning May 1, 2011 and ending June 30, 2012. Payment shall be made on a monthly basis starting May 1, 2011."
3. Term. Section VII of the Agreement is hereby deleted in its entirety and substituted by the following:

"Section VII. This Agreement shall terminate on June 30, 2012, and the consideration therefor may be renewed by a written instrument executed by both parties."
4. Ratification of Agreement. Except as supplemented, amended or modified herein by this Amendment, the Agreement is hereby ratified to be in full force and effect.
5. Counterparts. This Amendment may be executed in any number of counterparts, each of them appending all necessary signatures to constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the date first written above.

CITY OF ST. CHARLES, ILLINOIS,

By: _____
Its Mayor

Attest: _____

DOWNTOWN ST. CHARLES PARTNERSHIP, INC.

By: _____

Its: President

Attest: _____

Its: _____

AGREEMENT FOR SERVICES

City of St. Charles and Downtown St. Charles Partnership, Inc.

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of preserving and revitalizing its central business district through planning, development and redevelopment; and,

WHEREAS, Sections 11-74.3-1 through 11-74.3-3 of the Illinois Municipal Code (65 ILCS 5/11-74.3-1 through 11-74.3-3) authorize municipalities to exercise certain powers with respect to business district development and redevelopment; and,

WHEREAS, Section 11-71-1. through 11-71-12. of the Illinois Municipal Code (65 ILCS 5/11-71-1. through 11-71-12.) authorize municipalities to exercise certain powers with respect to off-street parking; and,

WHEREAS, Sections 11-12-4. and 11-12-5. through 11-12-12. of the Illinois Municipal Code (65 ILCS 5/11-12-4. and 11-12-5. through 11-12-12.) authorize municipalities to exercise certain powers with respect to planning; and,

WHEREAS, the City of St. Charles is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6), and this agreement is an exercise of its powers and performance of its functions pertaining to its government and affairs; and

WHEREAS, Ordinance No. 1993-M-63 established Special Service Area No. 1B (Downtown Revitalization); and

WHEREAS, the Downtown St. Charles Partnership, Inc., an Illinois not-for-profit corporation (hereinafter referred to as "the Partnership") can provide those services desired by the City and is willing to do so to help foster the advancement of civic pride in the history and benefits of downtown St. Charles.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the premises, terms and conditions set forth, the Partnership shall devote sufficient energies for the provision of services for the business district commonly known as downtown St. Charles, consisting of the area legally described in Exhibit "A" attached hereto (also known as Special Service Area No. 1B) and any other areas designated by the City, which services shall include but not be limited to, the following:

- A. Develop and manage a business retention and recruitment plan for downtown St. Charles;

- B. Develop and coordinate downtown marketing and promotional activities, including, but not limited to:
 - 1) celebratory events,
 - 2) retail events,
 - 3) cooperative advertising, and
 - 4) market surveys;
- C. Implement educational and "how to" workshops beneficial to downtown merchants, property owners and the general public;
- D. Develop plans for capital improvement projects and submit supporting rationale for funding consideration on an annual basis to the City;
- E. Purchase, construct, maintain and/or enhance public improvements including landscaping, pedestrian amenities, unique lighting, signage, public art, and similar enhancements above the minimum normally provided by the City; and
- F. Maintain and staff a full service office dedicated to preserve, revitalize and promote economic development in downtown St. Charles.

II. In consideration of the foregoing services provided by the Partnership, the City agrees to pay to the Partnership 100% of the Special Service Area 1B property tax receipts, excluding Tax Increment Financing property tax proceeds, or \$240,000.00 whichever is less, for the period beginning May 1, 2011, and ending April 30, 2012. Payment shall be made on a monthly basis starting May 1, 2011.

III. The Partnership will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Partnership is an independent contractor employed by the City to provide consulting and planning services with respect to the revitalization of downtown St. Charles, and has no authority to bind the City in any matter. The Partnership further agrees to indemnify and hold the City harmless from any and all liability, losses or damages, including reasonable attorney fees, arising from the execution or implementation of this agreement.

IV. It is in the best interest of the City and the Partnership to ensure that good faith efforts be made to share and communicate relevant information in a timely and effective/efficient manner, and work together to accomplish our common and mutual goals.

V. In furtherance of the common goals and mission of the City and the Partnership, performance measures shall be established annually to measure the outcomes pursuant to this agreement. Those performance measures are attached hereto as Exhibit A and outlined as the Partnership's 2011 goals. As part of its annual presentation to the City, the Partnership shall report on the status of each of the measures.

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

VII. This agreement shall terminate on April 30, 2012, and the consideration therefor may be renewed by a written instrument executed by both parties.

VIII. The Partnership shall provide City with a monthly financial report including a profit and loss statement, along with an annual balance sheet. The current profit and loss statement shall be provided to the City within thirty (30) days after the end of the month for which the statement is prepared.

IX. The Partnership shall comply with the terms and conditions of the City's Policy Regarding Funding for External Agencies, as it exists on May 1, 2011.

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

XI. In addition to all other remedies available, in the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving ten-day written notice upon the other party.

XII. This agreement can be amended by mutual consent.

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

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

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this _____ day of May, 2011.

DOWNTOWN ST. CHARLES
PARTNERSHIP, INC.

By [Signature]
President

Attest _____

CITY OF ST. CHARLES

[Signature]
Mayor
[Signature]
92 - April 2011
