



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Visitors Cultural Commission Funding Allocations FY12-13
Presenter:	Chris Minick, Finance Director Dr. Anne Becker, Cultural Commission Chairperson

*Please check appropriate box:*

<input checked="" type="checkbox"/>	Government Operations (06/04/12)	Government Services
<input type="checkbox"/>	Planning & Development	City Council
<input type="checkbox"/>	Public Hearing	

Estimated Cost:	\$89,400	Budgeted:	YES	<input checked="" type="checkbox"/> X	NO	
-----------------	----------	-----------	-----	---------------------------------------	----	--

If NO, please explain how item will be funded:

**Executive Summary:**

Annually, the City budgets funds to promote the arts and cultural events in the City from the proceeds of the hotel/motel tax. Groups supporting the arts and culture within the community submit funding requests for grants to support their programs on an annual basis. The Cultural Commission meets annually to hear presentations from these groups and recommend funding allocations based on those presentations and the programs identified for funding.

For FY11/12, the Visitors Cultural Commission amended its application process to begin compiling data quantifying the economic benefits of the annual support that the City provides. For FY12/13, the funding includes \$9,400 of unused funding allocations from FY10/11 as well as the \$80,000 currently allocated annually in the City's budget. Two groups were unable to utilize the funding allocations that the Cultural Commission recommended for FY10/11. Last year, the Cultural Commission decided to allocate these funds over the FY11/12 and FY12/13 funding cycles.

During the FY12/13 funding cycle, the STC Underground Center applied for funding from the Cultural Commission. The Commission decided not to allocate funding to the group because the Center's functions were not closely aligned enough with the Commission's mission and due to the level of public support already supplied to the Center via the STC Park District.

Norris Cultural Arts Center did not receive funding for 2011-2012 and re-applied for consideration during the FY12/13 funding cycle. Additionally, Union Latina did not apply for funding for FY12/13.

**Attachments:** *(please list)*

Cultural Commission Recommended Funding Allocations Schedule for FY 12-13  
Hotel Tax Revenue Analysis  
Funding Agreements

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

Recommend Approval of the Visitors Cultural Commission Funding Allocations Schedule and the related Funding Agreements with each group.

*For office use only:*

*Agenda Item Number:* 5a

**City of St Charles, Illinois**  
**St Charles Cultural Commission**  
**Proposed Funding Allocations Schedule**  
**Fiscal Year 2012-2013**

<u>Applicant</u>	<u>2011/2012 Funding</u>	<u>2011/2012 Percentage</u>	<u>2012/2013 Proposed Funding</u>	<u>Change</u>
Fox Valley Repertory	\$ 7,500	8.39%	\$ 7,500	\$ -
St. Charles Singers	\$ 11,000	12.30%	\$ 11,000	\$ -
Preservation Partners	\$ 9,000	10.07%	\$ 9,000	\$ -
St. Charles Heritage Center	\$ 35,500	39.71%	\$ 33,250	\$ (2,250)
Fox Valley Concert Band	\$ 4,500	5.03%	\$ 4,500	\$ -
Steel Beam	\$ 9,400	10.51%	\$ 9,400	\$ -
Fine Line Creative Arts Ctr	\$ 7,000	7.83%	\$ 7,000	\$ -
Sculpture in the Park (Park Foundation)	\$ 2,500	2.80%	\$ 2,500	\$ -
Henry Rockwell Baker STC Underground Center	\$ -	0.00%	\$ -	\$ -
Norris Cultural Arts Center	\$ -	0.00%	\$ 5,250	\$ 5,250
Union Latina St. Charles	\$ 3,000	3.36%	\$ -	\$ (3,000)
<b>Total Allocations</b>	<b>89,400.00</b>	<b>100.00%</b>	<b>89,400.00</b>	<b>0.00</b>

**City of St Charles**  
**Hotel Tax Receipts Analysis**  
**May, 2012**

<b><u>Year</u></b> <b><u>Ended</u></b> <b><u>April 30</u></b>	<b><u>Hotel Tax</u></b> <b><u>Receipts</u></b>	<b><u>Change</u></b>	<b><u>Percentage</u></b> <b><u>Change</u></b>
2007	\$1,948,562	N/A	N/A
2008	\$2,047,977	\$99,415	5.10%
2009	\$1,737,237	(\$310,740)	-15.17%
2010	\$1,582,359	(\$154,878)	-8.92%
2011	\$1,612,461	\$30,102	1.90%
2012	\$1,840,586	** \$228,125	14.15%

\*\* 2012 Amount Estimated based on March Forecast. \$1,686,794 received through March 31, 2012

## AGREEMENT FOR SERVICES

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

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

**WHEREAS**, the Steel Beam Theatre, an Illinois not-for-profit corporation, (hereinafter referred to as "the Theater,") can provide those services desired by the City.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

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

II. In consideration of the foregoing services provided by the Theater, the City agrees to pay to the Theater, the amount of Nine Thousand Four Hundred dollars and no/100 cents (\$9,400.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Theater assists the City in obtaining shall be treated as a separate matter.

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

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

V. This agreement shall terminate on April 30, 2013, and the consideration therefor may be renewed by a written instrument executed by both parties.

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

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

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

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

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

**IN WITNESS WHEREOF**, the undersigned have hereto set their hands and seals this \_\_\_\_ day of  
, 2012.

**STEEL BEAM THEATRE**

**CITY OF ST. CHARLES**

By \_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

## AGREEMENT FOR SERVICES

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

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

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

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

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

II. In consideration of the foregoing services provided by the Arts Center, the City agrees to pay to the Arts Center, the amount of Seven Thousand dollars and no/100 cents (\$7,000.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Arts Center assists the City in obtaining shall be treated as a separate matter.

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

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

V. This agreement shall terminate on April 30, 2013, and the consideration therefore may be renewed by a written instrument executed by both parties.

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

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

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

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

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

**IN WITNESS WHEREOF**, the undersigned have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

**THE FINE LINE CREATIVE ARTS CENTER**

By: \_\_\_\_\_  
President

**CITY OF ST. CHARLES**

By: \_\_\_\_\_  
Mayor

## AGREEMENT FOR SERVICES

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

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

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

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

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

II. In consideration of the foregoing services provided by the Band, the City agrees to pay to the Band, the amount of Four Thousand Five Hundred dollars and no/100 cents (\$4,500.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Band assists the City in obtaining shall be treated as a separate matter.

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

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

V. This agreement shall terminate on April 30, 2013, and the consideration therefore may be renewed by a written instrument executed by both parties.

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

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



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

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

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

**IN WITNESS WHEREOF**, the undersigned have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

**FOX VALLEY  
CONCERT BAND**

**CITY OF ST. CHARLES**

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

## **AGREEMENT FOR SERVICES**

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

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

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

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

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

II. In consideration of the foregoing services provided by the Theater, the City agrees to pay to the Theater, the amount of Seven Thousand Five Hundred dollars and no/100 cents (\$7,500.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Theater assists the City in obtaining shall be treated as a separate matter.

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

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

V. This agreement shall terminate on April 30, 2013, and the consideration therefor may be renewed by a written instrument executed by both parties.

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

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

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

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

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

**IN WITNESS WHEREOF**, the undersigned have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

**FOX VALLEY REPERTORY THEATER  
GROUP**

**CITY OF ST. CHARLES**

By \_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

## **AGREEMENT FOR SERVICES**

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

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

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

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

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

II. In consideration of the foregoing services provided by the Cultural Center, the City agrees to pay to the Cultural Center, the amount of Five Thousand Two Hundred Fifty dollars and no/100 cents (\$ 5,250.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Cultural Center assists the City in obtaining shall be treated as a separate matter.

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

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

V. This agreement shall terminate on April 30, 2013, and the consideration therefor may be renewed by a written instrument executed by both parties.

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

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

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

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

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

**IN WITNESS WHEREOF**, the undersigned have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

**DELLORA A. NORRIS**  
**CULTURAL ARTS CENTER**

**CITY OF ST. CHARLES**

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

## AGREEMENT FOR SERVICES

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

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

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

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

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

II. In consideration of the foregoing services provided by the Preservation Partners, the City agrees to pay to the Preservation Partners, the amount of Nine Thousand dollars and no/100 cents (\$9,000.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Preservation Partners assists the City in obtaining shall be treated as a separate matter.

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

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

V. This agreement shall terminate on April 30, 2013, and the consideration therefor may be renewed by a written instrument executed by both parties.

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

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

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

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

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

**IN WITNESS WHEREOF**, the undersigned have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

**PRESERVATION PARTNERS**

By: \_\_\_\_\_  
President

**CITY OF ST. CHARLES**

By: \_\_\_\_\_  
Mayor

## AGREEMENT FOR SERVICES

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

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

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

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

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

II. In consideration of the foregoing services provided by the Sculpture, the City agrees to pay to the Sculpture, the amount of Two Thousand Five Hundred and no/100 cents (\$2,500.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Sculpture assists the City in obtaining shall be treated as a separate matter.

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

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

V. This agreement shall terminate on April 30, 2013, and the consideration therefore may be renewed by a written instrument executed by both parties.

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

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



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

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

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

**IN WITNESS WHEREOF**, the undersigned have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

**ST CHARLES PARKS FOUNDATION**

By: \_\_\_\_\_  
President

**CITY OF ST. CHARLES**

By: \_\_\_\_\_  
Mayor

## **AGREEMENT FOR SERVICES**

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

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

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

### **NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

I. In consideration of the promises, terms and conditions set forth, the Museum shall devote its exclusive energies to the management and conservation of collections, student and adult tours, and educational programming within the City of St. Charles, including, but not limited to, the following:

- A. Provide an awareness of St. Charles past;
- B. Promote preservation advocacy;
- C. Increase the tourism influx to St. Charles;
- D. Promote educational programming for school age children and adults;
- E. Rotate exhibits of existing collections, as well as artifacts of other museums or private collections;
- F. Develop promotional strategies;
- G. Maintain hours of operation at times convenient to the general public and tourists;
- H. Seek grants on all levels to assist in the funding of planned activities;
- I. Interface with other local, state and regional museums.

II. In consideration of the foregoing services provided by the Museum, the City agrees to pay to the Museum, the amount of Thirty Three Thousand Two Hundred Fifty dollars and no/100 cents (\$33,250.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Museum assists the City in obtaining shall be treated as a separate matter.

III. The Museum will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Museum is an independent contractor and has no authority to bind the City in any matter. The Museum further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of

the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

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

V. This agreement shall terminate on April 30, 2013, and the consideration therefor may be renewed by a written instrument executed by both parties.

VI. The Museum need not provide City with a monthly financial report. The submission of an annual financial report in conjunction with the Museum's funding application shall be deemed sufficient financial reporting.

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

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

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

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

**IN WITNESS WHEREOF**, the undersigned have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

**ST CHARLES HERITAGE CENTER**

**CITY OF ST. CHARLES**

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

## **AGREEMENT FOR SERVICES**

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

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

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

### **NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

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

II. In consideration of the foregoing services provided by the Singers, the City agrees to pay to the Singers, the amount of Eleven Thousand dollars and no/100 cents (\$11,000.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Singers assists the City in obtaining shall be treated as a separate matter.

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

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

V. This agreement shall terminate on April 30, 2013, and the consideration therefor may be renewed by a written instrument executed by both parties.

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

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

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

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

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

**IN WITNESS WHEREOF**, the undersigned have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

**ST. CHARLES SINGERS**

By: \_\_\_\_\_  
President

**CITY OF ST. CHARLES**

By: \_\_\_\_\_  
Mayor