



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

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

Presenter: Brian Townsend

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services (7/23/12)
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$235,000 (\$40,000 was previously authorized)	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. On July 2, 2012, the City Council approved funding for FY12-13 in the amount of \$275,000.

Two agreements are being submitted to the City Council for approval. First, an Agreement for Services that details the terms and conditions of the relationship between the city and DSCP. The agreement also includes the services that are to be provided by DSCP in exchange for city funding. Second, a License Agreement that will allow the DSCP to occupy office space in city hall.

Both agreements are for terms that expire on April 30, 2013. The License Agreement may be renewed for up to two consecutive one-year periods (through April 30, 2015).

Attachments: *(please list)*

Resolution
Agreement for Services
License Agreement

Recommendation / Suggested Action *(briefly explain):*

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

For office use only:

Agenda Item Number: 6.a

City of St. Charles Illinois
Resolution No. _____

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

**Presented and 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 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 _____, 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: _____

**AGREEMENT FOR SERVICES BY AND BETWEEN THE CITY OF ST. CHARLES,
ILLINOIS AND THE DOWNTOWN ST. CHARLES PARTNERSHIP, INC.**

WHEREAS, the City of St. Charles, Illinois, 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, 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 described in Exhibit "A" attached hereto (also known as Special Service Area No. 1B), which services shall include but not be limited to the activities listed in Exhibit "B" attached hereto.

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 \$235,000.00 whichever is less, for the period

beginning July 1, 2012, and ending April 30, 2013. Payment shall be made on a monthly basis starting July 1, 2012.

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 C and outlined as the Partnership's 2012-13 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, 2013, 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 July 1, 2012.

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 August, 2012.

**DOWNTOWN ST. CHARLES
PARTNERSHIP, INC.**

CITY OF ST. CHARLES

By _____
President

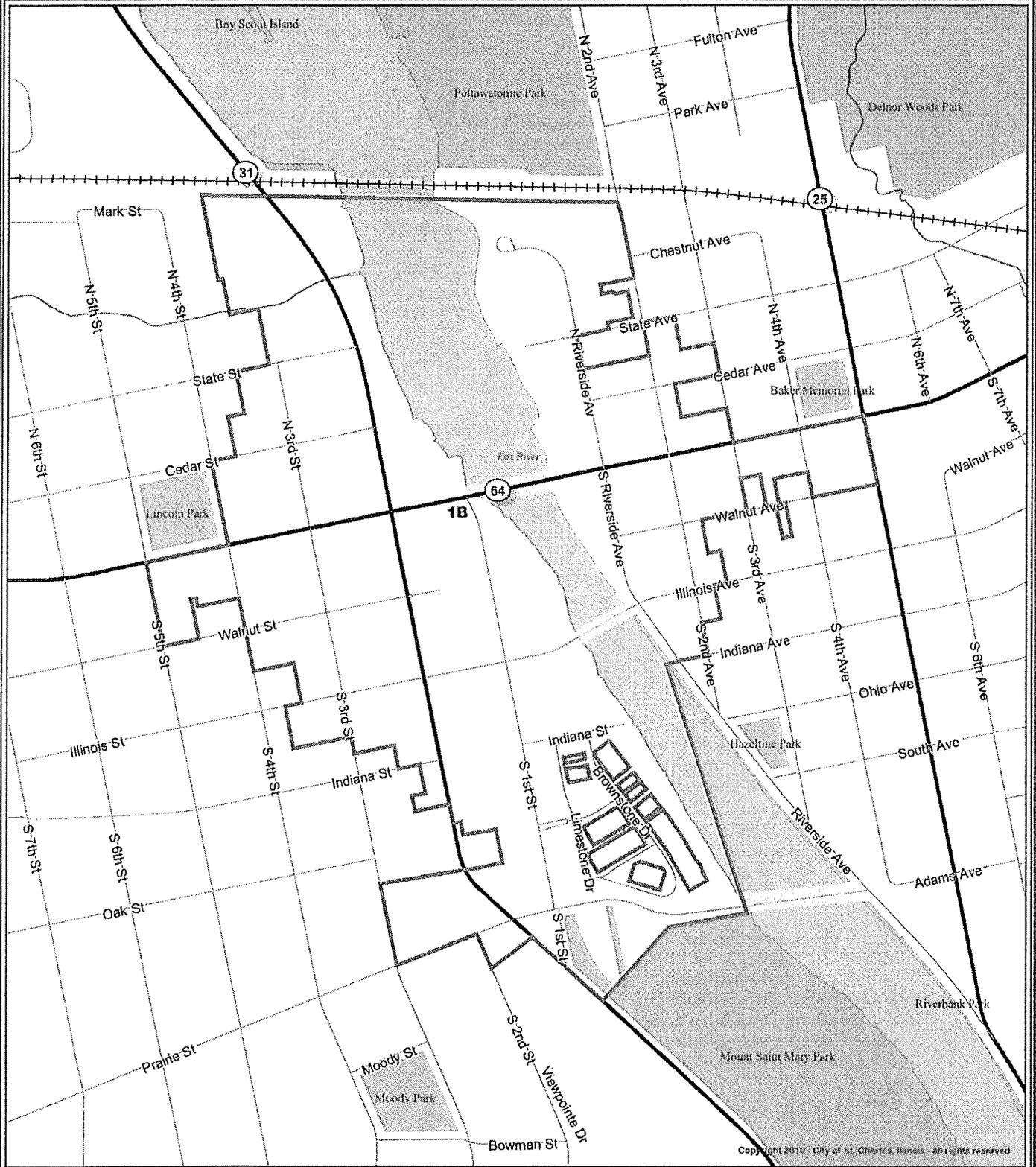
City Administrator

Attest _____

City Clerk

EXHIBIT "A"

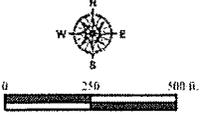
MAP OF SPECIAL SERVICE AREA 1-B



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Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois

Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983



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EXHIBIT "B"

PROGRAMS AND ACTIVITIES TO BE PROVIDED

Downtown St. Charles Partnership Summary of Activities

The Downtown St. Charles Partnership is committed to enhancing the economic viability of the business and property owners within the downtown business district. Our work will support and complement the efforts of the City of St. Charles, and provide additional resources directed specifically at Downtown St. Charles. To accomplish these objectives, our programs and initiatives will be centered on four areas of focus: Marketing and Promotions, Business Development, Business Education, and Downtown Events.

Marketing & Promotions

- The Downtown St. Charles Partnership will work in conjunction with the city's Economic Development department to create an advertising campaign aimed at marketing Downtown St. Charles as a destination for shopping, dining, entertainment and recreation. This advertising will supplement and/or complement the city's advertising plan, and will include:
 - Print
 - Digital
 - Radio
 - Social Media
- Geographically, our marketing and advertising plan will continue to target the western suburbs. Beyond that, we will gather data from downtown business owners and the City to assess the best markets to expand our reach. This may include the North Shore and Chicago metropolitan area, Rockford and/or DeKalb and Sycamore.
- We will work with the City, Chamber of Commerce and CVB to develop a promotion to encourage residents to shop local, based on knowledge and strategies learned during our presentation by Cinda Baxter, founder of The 3/50 Project, a grass roots movement encouraging people to support their local economy. This message is important to our downtown, which is mainly comprised of locally owned, independent businesses. However, this initiative can easily be rolled out to the St. Charles business community as a whole.
- The DSCP will submit press releases to announce newsworthy information about Downtown St. Charles, such as events and promotions.

Business Development

- The Downtown St. Charles Partnership will support the City's Economic Development department in providing resources to aid in the development of new and existing businesses in Downtown St. Charles. This will include:
 - Providing information on resources available to downtown business and property owners
 - Meeting with individuals interested in opening a business in Downtown St. Charles to explain our programs and services
 - Supporting any programs or activities initiated by the ED Department which relate to downtown
- We will submit press releases to announce new business openings or significant milestones for downtown businesses.
- The Executive Director and DSCP staff will conduct regular visits to downtown businesses as a way to create a network of support to owners and identify any training or support needs that might exist. This will drive future education programs and small group/individual training.
- The DSCP will assemble a Mentoring Team for downtown business and property owners, drawing on current business owners, property owners and volunteers with specific areas of expertise. As needs are identified, referrals can be made to an appropriate mentor to address questions in the areas of finance, merchandising, marketing, social media, advertising, and cross-promotions, as an example.
- We will continue to support the Storefront Development program which reimburses store owners for 50% of the cost of storefront improvements, up to a \$2,500 maximum. Currently, this includes improvements such as awnings, lighting and signage. We will also be looking at other improvement options in the future.

Business Education

- The Downtown St. Charles Partnership will provide relevant education to downtown business owners through a variety of vehicles, including:
 - Publications targeted to independently owned businesses.
 - Seminars and training workshops for business and property owners, developed and conducted by professional trainers or through a train-the-trainer approach
 - Ideas on how to leverage foot traffic created by events to provide maximum exposure for the businesses
- We will provide small group and/or individual training to educate and support businesses in the areas of social media, writing press releases, branding, creating print pieces for multi-functional advertising, marketing, and other areas identified through our site visits.

Downtown Events

- The Downtown St. Charles Partnership will be the first point of communication in regards to all events occurring within the downtown district. We will institute a process whereby new events are put through a screening process to determine the merits of having the event downtown, as well as weighing both positive economic impact and potential business and community disruptions.
 - Based on the above consideration, the DSCP will make recommendations to City Council about the merits of supporting the proposed events
 - An appeal process will be put in place for any organizations not receiving a positive recommendation for their event
 - This process can also be applied to existing events, if desired
- Our organization will continue to orchestrate the annual Fine Art Show and Holiday Homecoming events, and review the merits of overseeing other events downtown.
- In 2012, we will add a Jazz Weekend to our list of existing events, and will continue to look for opportunities to organize events that support our businesses as well as appeal to varied audiences, demographically.
- We will support our business community during events to create minimal disruption to normal business, as well as maximize opportunities to capitalize on the additional foot traffic created by the event.
- The DSCP will continue to coordinate music on the First Street Plaza, coordinating availability with interested musicians and ensuring there is not a conflict with other events or activities, such as performances at the Steel Beam Theatre.
- In 2012 the DSCP has financially sponsored, or has committed to sponsor, the following downtown events:
 - Riverfest – The DSCP has traditionally sponsored this event.
 - Concerts in the Park/Sculpture in the Park – These events were originally organized by the Downtown St. Charles Partnership and later moved under the direction of the Park District. We have been a sponsor of these events since the transition occurred.
 - Bike Race – We are providing promotional money to help this event get off the ground because we believe it will be a positive event for Downtown St. Charles.
 - Bob Leonard 5K Run/Walk – In the past, there was some overlap with the DSCP and the River Corridor Foundation. Because of this, the DSCP has traditionally sponsored this event.
 - As we move forward, the DSCP will look to reduce our event sponsorships. We will review these sponsorship opportunities before 2013 sponsorships are due.

EXHIBIT "C"

PERFORMANCE MEASUREMENTS

Downtown St. Charles Partnership

The Downtown St. Charles Partnership's goals for Fiscal Year 2012-13 are linked to the activities we've outlined to meet our objectives.

Marketing & Promotions

- ✓ Develop brand messaging to use across all downtown St. Charles marketing and advertising initiatives, such as: vacant storefront signs; radio ads; print and online advertising; and website directory.
- ✓ Develop a comprehensive advertising campaign that provides expanded geographic reach for six months, reviewing the plan and making changes after three months. We will work with the City's ED department and the DSCP Marketing & Promotions Committee to review marketing opportunities, such as radio, video, online and print advertising and develop a comprehensive strategy. To accomplish this, we will:
 - Conduct a business survey
 - Review costs and co-op opportunities
 - Meet with COSC ED Department
 - Meet with DSCP M&P Committee
 - Develop downtown branding
 - Implement advertising plan
- ✓ Assemble a task force and develop a campaign to support The 3/50 Project, implementing three phases between July and December 2012. Phase one will occur in August, Phase two in October and Phase three in November, with plan details being developed by the task force.
- ✓ Submit an average of one press release each month about Downtown St. Charles to a distribution of 32 press contacts at 16 unique media outlets in the Chicagoland area.

Business Development

- ✓ Visit each new business that opens in Downtown St. Charles within a month of their opening to provide them with a list of support services provided by the DSCP, as well as city programs, funding opportunities, and other free small business support services.
- ✓ Conduct regular retention visits with downtown business owners. The information from these visits will be used to drive training programs and gauge business satisfaction in regards to services provided by the DSCP.
- ✓ Identify potential mentors for downtown businesses. Develop and implement a process for connecting business owners and mentors.
- ✓ Implement a communications plan to inform businesses owners of education programs available to them.
- ✓ Develop a vacant storefront sign program, have signs designed and present opportunity to property owners.

- ✓ Work with City's Economic Development Department to outline a process for supporting business owners interested in opening a business in Downtown St. Charles, including a procedure for welcoming new businesses that open downtown.

Business Education

- ✓ Conduct a total of five Downtown STC Business Exchanges on an annual basis, measuring our target vs. actual attendance for each event.
- ✓ Develop a program to provide relevant education information to businesses each month. This may include business tools or information about city initiatives that may affect downtown businesses.
- ✓ Offer small group and one-on-one training with business and property owners on a monthly basis, based on the needs identified from our site visits.

Downtown Events

- ✓ Develop and implement a downtown event review process by September 1, 2012.
- ✓ Provide recommendations to City Council for all events new to Downtown St. Charles.
- ✓ Coordinate St. Charles Jazz Weekend, with the goal of seeing an increase in sales at the participating venues from the comparable weekend in 2011.
- ✓ Continue operating the St. Charles Fine Art Show and Holiday Homecoming with a neutral or positive revenue stream.

City of St. Charles, Illinois
Resolution No. _____

**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 _____**

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 _____, 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: _____

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 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:

City Clerk

DOWNTOWN ST. CHARLES PARTNERSHIP

By: _____

ATTEST:

EXHIBIT "A"

DESCRIPTION OF OFFICE SPACE – OUTLINED IN RED

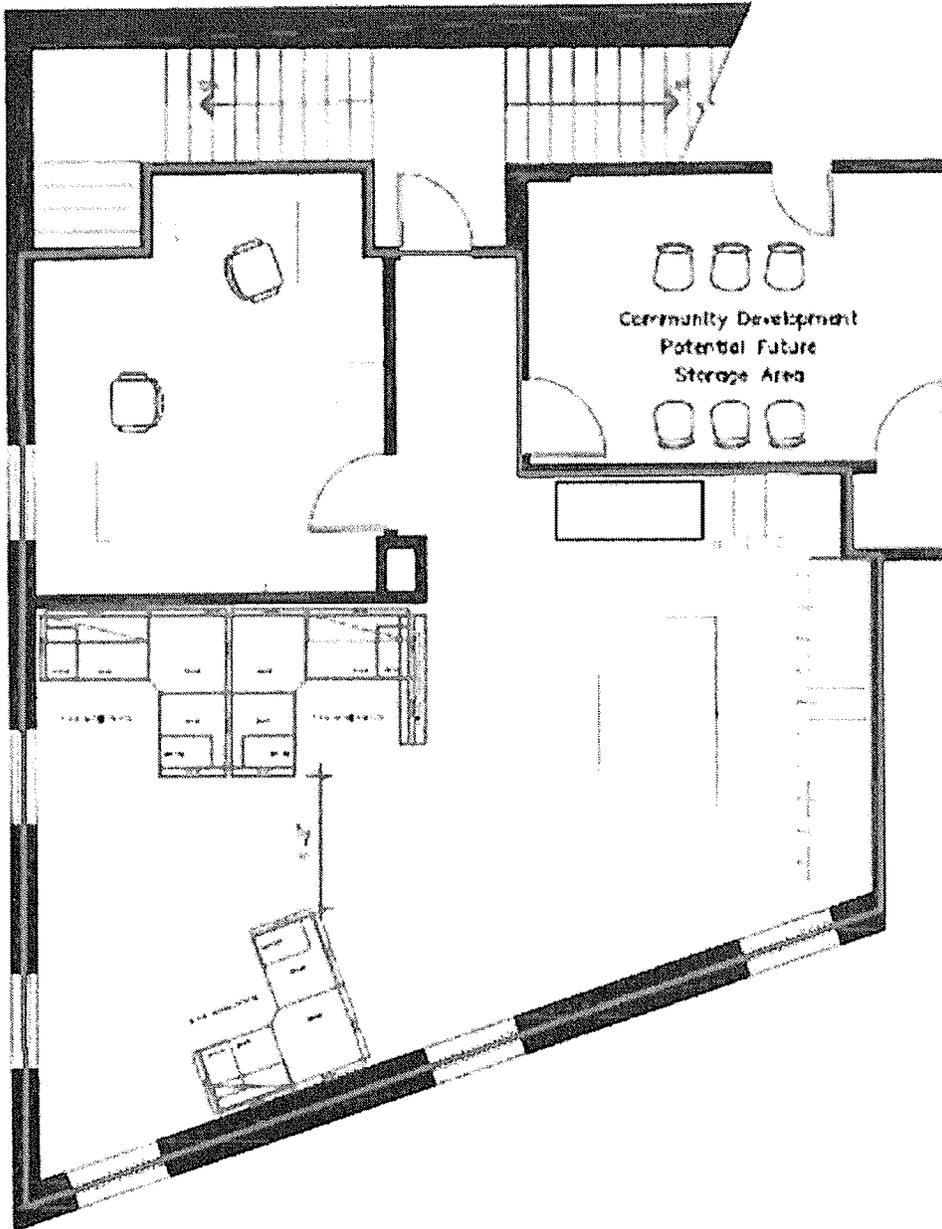


EXHIBIT "B"

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 (1) Chair

One Small Desk Set Includes:

- 6' x 3' Single Countertop (including side panels) as shown on the plan.
- 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) Chair