



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Seeking a Motion to Approve Funding for the Heritage Center in the amount of \$35,000 for FY 2013-2014

Presenter: Chris Minick, Finance Director

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 (07/15/2013)
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$35,000	Budgeted:	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
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If NO, please explain how item will be funded:

Funds are available through the Hotel Tax Line Item to accomplish this request

Executive Summary:

The Heritage Center is requesting funding support from the City in the amount of \$35,000 for Fiscal Year 2013-2014. The City has been supporting the HC financially for a number of years indirectly. Previously the HC had been funded via an annual allocation from the Cultural Commission funding. However, the HC is requesting a more stabilized funding source that they can program into their support budget annually.

If approved, the HC would be funded in a manner consistent with other groups who receive direct funding allocations from the City such as the Convention and Visitors Bureau and the Pride of the Fox Group. The HC would then conform to the City's policy for funding of outside agencies as do these other groups.

This expenditure is unbudgeted for FY 13-14; however funds are available to accomplish the request via the Hotel Tax line item. Additionally, if approved, this funding request would then become part of the annual budget for the FY 2014-2015 budget and beyond, subject to annual approval by the City Council.

Representatives of the HC will be present to make a presentation regarding the funding request and to answer any questions.

UPDATE FOR 7/15 CITY COUNCIL MEETING:

The proposed funding agreement has been finalized and is attached to this document. If funding is approved, the proposed funding agreement will formalize the arrangement.

Attachments: *(please list)*

Funding Agreement

Recommendation / Suggested Action *(briefly explain):*

A Motion to Approve Funding for the Heritage Center in the Amount of \$35,000 for FY 2013-2014

For office use only:

Agenda Item Number: IIA3

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF ST. CHARLES AND
THE ST. CHARLES HERITAGE CENTER**

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

WHEREAS, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax," of the City of St. Charles, Illinois, Municipal Code (hereinafter referred to as "Hotel Tax Ordinance") provides for such activities in accordance with the limitations of the ordinance; and,

WHEREAS, the St. Charles Heritage Center, (hereinafter referred to as "the Center") an Illinois not-for-profit organization certified by the State of Illinois to collect, preserve, and present the history of the City of St. Charles and St. Charles Township, can provide research facilities, exhibits, and programs to residents and visitors to St. Charles.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- I. In consideration of the promises, terms and conditions set forth, the Center shall devote its energies to presenting the history of the Greater St. Charles area including, but not limited to, museum exhibits, satellite exhibits, public programs, school programs on site and in the classrooms, and participation in community festivals when feasible. Activities to include, but not limited to:
 - A. Maintaining permanent and rotating exhibits on various St. Charles history subjects at the History Museum and other locations in the community;
 - B. Offer public programs for residents and visitors by working with other community groups to bring in speakers and experts on various topics relating to local, state, and regional history and culture;
 - C. Work with teachers and principals to create and offer programs for CUSD 303 schools to supplement the local history unit and other relevant units;
 - D. Work with local festival and event coordinators to offer services including bus tour guides, and to coordinate possible exhibit opportunities;
 - E. Maintain and enhance existing relationships with St. Charles community stakeholder organizations including the Convention Visitor's Bureau, Chamber of Commerce, Downtown Partnership, St. Charles Community Unit School District 303, Public Library, Park District, St. Charles Township, and the City;
 - F. Seek grants on all levels to assist in the funding of planned activities;

- G. Interface with other local, state and regional museum organizations to ensure best practices are being met;
 - H. Continue to assess the results of the Center's work and provide annual written reports to the City Council.
- II. In consideration of the foregoing services provided by the Center, City agrees to pay to the Center Thirty-Five Thousand dollars and no/100 cents (\$35,000.00) for the period beginning May 1, 2013 and ending April 30, 2014. Payment shall be made on a monthly basis, subject to deductions by City for collection costs.
 - III. The Center will not enter into any relationship, contractual or otherwise, which will subject City to any liability. The Center, an independent contractor, receives funding from City to provide programs and exhibits highlighting the history of St. Charles and has no authority to bind City in any matter. The Center further agrees to indemnify and hold harmless City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement.
 - IV. The Center shall maintain records of all of its activities for a period of at least seven years, which records shall upon request be subject to inspection and copying by City or its designated agent at 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, 2014, and the consideration therefore may be renewed by a written instrument executed by both parties.
 - VI. The Center 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 City within thirty (30) days after the end of the month for which the statement is prepared. The Center shall comply with the terms and conditions of City's Policy Regarding Funding for External Agencies, as it exists on May 1, 2013.
 - VII. The Center agrees that it will continue to identify, recruit, and appoint new and/or additional members to its Board of Directors to represent the entire community of the City of St. Charles. The Center also agrees to maintain its by-laws so as to restrict the duration and number of terms of office members of the Board of Directors may serve.

- VIII. Upon termination of this agreement, any funds paid to the Center and not used or otherwise subject to pending contract requirements of the Center shall be returned to the City.
- IX. 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.
- X. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.
- XI. 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 June, 2013.

ST. CHARLES HERITAGE CENTER

CITY OF ST. CHARLES

By _____
President

Mayor