

**City of St. Charles, Illinois
Resolution No. _____**

**A Resolution Authorizing the Mayor and City Clerk of the City
of St. Charles to Execute a Certain License Agreement by
and between the City of St. Charles and Mr. Jim Masters
to Adopt "In St. Charles" as the Official City Song**

**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 Mayor and City Clerk be and the same are hereby authorized to execute that certain 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 _____, 2013.

Passed by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2013.

Approved by the Mayor of the City of St. Charles, Illinois this ____ day of _____, 2013.

Mayor Raymond P. Rogina

Attest:

City Clerk

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

COPYRIGHT LICENSE AGREEMENT

This Agreement is made this 7th day of November, 2013, by and between Jim Masters, residing at 160 E. Granville Road, Worthington, Ohio 43085, hereinafter referred to as the "Licensor", and the City of St. Charles, an Illinois municipal corporation with offices located at 2 E. Main Street, St. Charles, Illinois 60174, hereinafter referred to as the "Licensee."

WHEREAS, Licensor has authored a musical composition and corresponding lyrics entitled "In St. Charles", a copy of which is attached hereto as Exhibit 1 (the "Works");

** Jim Licensee*
WHEREAS, ~~Licensor~~^{* Jim} desires, pursuant to the terms and conditions set forth herein, to obtain a non-exclusive license to use the Work in connection with its civic operations; and

WHEREAS, Licensor desires to permit Licensee to distribute and use the Works in connection with its civic operations pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, and obligations set forth herein, and for other good and valuable consideration, the receipt, sufficiency and adequacy is hereby acknowledged by the parties hereto, the parties agree to the foregoing and as follows:

1. License.

On the terms and conditions of this Agreement, Licensor hereby grants to Licensee a perpetual, non-transferable, non-exclusive, fully-paid, royalty-free, world-wide license to reproduce, distribute, publicly perform, and display the Works for civic purposes. Licensee understands that the foregoing license does not permit Licensee to modify the Works in any manner whatsoever without the prior written consent of Licensor. Licensor reserves unto himself all rights not granted to Licensee herein.

2. Licensor Warranties.

2.1. Licensor warrants that it has sufficient proprietary rights in and to the Works to grant the license set forth herein.

2.2. Licensor warrants that the Works do not infringe upon any trademark, copyright, or other proprietary right of any third party.

3. Intellectual Property Indemnification.

3.1. Licensor shall indemnify, defend and hold harmless Licensee (including payment of all reasonable costs, fees, settlements and damages) with respect to any suits or proceedings brought against Licensee arising from claimed infringement by the Works of any third party's intellectual property right, provided that Licensee: (i) promptly notifies Licensor, in writing, of any such suit or proceeding; (ii) permits Licensor to have sole control over the defense and all settlement negotiations relating such suit or proceeding; and (iii) provides Licensor, at Licensor's expense, with all information, assistance, and authority reasonably necessary for such defense or negotiations.

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3.2. Licensor shall be relieved of its obligations under this Section 3 to the extent that a court of competent jurisdiction finds that the infringement arises out of modifications of the Works made by Licensee in violation of this Agreement.

4. Miscellaneous.

4.1. Notices, copies of notices or other communications shall be sent to a party at the address set forth on the first page of this Agreement. All notices shall be effective upon delivery of the notice to the addressed party.

4.2. Neither party is the agent, employee, legal representative, partner or joint venturer of the other party for any purpose.

4.3. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4.4. This Agreement, together with its exhibits, constitutes the entire and exclusive agreement between the parties and supersedes all previous communications or agreements, either oral or written with respect to the subject matter hereof.

4.5. Failure by either party to exercise its rights under this Agreement shall not be deemed a waiver of any such rights. Waivers shall be made in writing.

4.6. If any provision in this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties hereto, and shall be enforceable, as though the invalid or unenforceable provision were not contained herein.

4.7. This Agreement and performance hereunder shall be governed in accordance with the laws of the State of Illinois (except for any Illinois choice of law principles). The parties agree to submit any dispute arising out of this Agreement to arbitration pursuant to the American Arbitration Association Rules for intellectual property disputes.

4.8. This Agreement may be executed in two counterparts, each of which shall be considered an original instrument, but both of which together shall be considered one and the same agreement. This Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version delivered in person. At the request of either party, the other party shall re-execute original forms hereof and deliver them to the other party, except that the failure of either party to comply with such a request shall not render this Agreement invalid or unenforceable. Neither party shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

IN WITNESS WHEREOF, Licensee has caused this Agreement to be duly executed by an officer thereunto duly authorized, and Licensor has hereunto set his hand, all as of the day and year first above written.

CITY OF ST. CHARLES, an Illinois municipal corporation

By: _____
Name: _____
Its: _____

 November 8, 2013

Jim Masters
160 E. Granville Road
Worthington, Ohio 43085



In St. Charles

Dedicated to my hometown...St. Charles, Illinois

Music & Lyrics Jim Masters

Cmaj7 Am⁹ Dm⁷ G⁷

There's a
If the

The first system of musical notation for the song 'In St. Charles'. It features a treble and bass clef with a 4/4 time signature. The melody is written in the treble clef, and the bass line is in the bass clef. The key signature is one flat (B-flat major). The system includes a piano introduction with a Cmaj7 chord, followed by Am⁹, Dm⁷, and G⁷ chords. The lyrics 'There's a' and 'If the' are written below the treble staff.

4 Cmaj7 Am⁹ Dm⁷ G⁷

sto - ry of a wand - er - er who sailed the sev - en seas
path I'm on should lead me to a course far from my home and the

The second system of musical notation, starting at measure 4. It continues the melody and bass line with the same chord progression. The lyrics 'sto - ry of a wand - er - er who sailed the sev - en seas' and 'path I'm on should lead me to a course far from my home and the' are written below the treble staff.

6 Cmaj7 Am⁷ A^b7(b5) G⁷

search - ing for a bet - ter place to be - - man - y
years have come and gone since I've been there - There will

The third system of musical notation, starting at measure 6. The chord progression changes to Cmaj7, Am⁷, A^b7(b5), and G⁷. The lyrics 'search - ing for a bet - ter place to be - - man - y' and 'years have come and gone since I've been there - There will' are written below the treble staff.

8 Cmaj7 Am⁹ Dm⁷ G⁷

pla - ces he had been be - for he yearn'd to set - tle down then a
al - ways be the warm - est place with - in this heart of mine for the

The fourth system of musical notation, starting at measure 8. The chord progression returns to Cmaj7, Am⁹, Dm⁷, and G⁷. The lyrics 'pla - ces he had been be - for he yearn'd to set - tle down then a' and 'al - ways be the warm - est place with - in this heart of mine for the' are written below the treble staff.

10 Cmaj7 Am⁷ B^b G⁷(sus4) G^b7(b5)

vi - sion is what he be - gan to see - - He
life times and the fac - es all so fair - They say

The fifth system of musical notation, starting at measure 10. The chord progression changes to Cmaj7, Am⁷, B^b, G⁷(sus4), and G^b7(b5). The lyrics 'vi - sion is what he be - gan to see - - He' and 'life times and the fac - es all so fair - They say' are written below the treble staff.

In St. Charles

12 *F*maj7 *F*7 *Em*7 *A*7

told me of a ri-ver in a land called Ill-i-nois the
mo-ments turn to mem-ries and the hours turn in-to days we

14 *Dm*7 *G*7 *C*maj7 *Dm*7 *Em*7 *G*b7(b5)

place where he had built his dreams when he was just a boy. He said
all move in the same di-rec-tion trav-ling diff-erent ways. The

16 *F*maj7 *F*6 *Em*7 *A*7

time stands still for no man and if I should set-tle down it would
world will keep re-vol-ving and the sun will al-ways shine. Some

18 *Dm*7 *G*7 *Bm*11 *E*7 *Gm*7 *F*6/*A*

be a-long that ri-ver in that spe-cial lit-tle town For in
peo-ple ne-ver find a home in this place I've found mine Here in

In St. Charles

20 Bb Am^7 Gm^7 F

St. Charles - - I've found my dreams - -

23 F Gm^7 F^6/A Bb Am^7 Gm^7

the grass grows green - er or so it

26 F Cm^9 F^{13} $Bbmaj7$

seems - - I love to stroll by the riv - er side

29 Bbm^7/Eb $F^6/9$ Gm^9

ride through the coun - try side smile at the peo - ple I

31 Am^7 Cm^{11} $F^{13}(\#11)$ $Bbmaj7$

meet to feel that sense of com - mun - i - ty

In St. Charles

4

33 $B\flat m7/E\flat$ F Gm^9 Am^7 Cm^{11} $F13(\sharp 11)$

friend-ship and un - it - y neighbors on ev - er - y street a mil - lion

36 $B\flat maj7$ $B\flat m7/E\flat$ F Gm^9

mo - ments of liv - ing here shar - ing and giv ing here friend ships that money can't

39 Am^7 Cm^{11} $F13(\sharp 11)$ $B\flat maj7$

buy The sea - sons chang - ing the sce - ne - ry

41 $B\flat m7/E\flat$ F Gm^9 Am^7 Gm^7 F^6/A

sum - mers lush green - er - y sun set's that col - or the Sky Here in

In St. Charles

5

44 $B\flat$ maj7 $B\flat$ Am Gm^7 C7



St. Charles Its home for

1. 46 F Dm^7 G^7



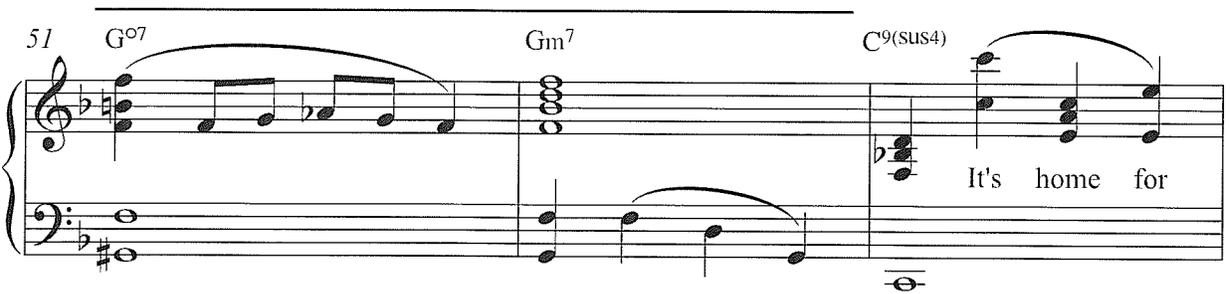
me. 2.If the

2. 48 $Bm^7(b5)$ $B\flat m^7$ F^6/A



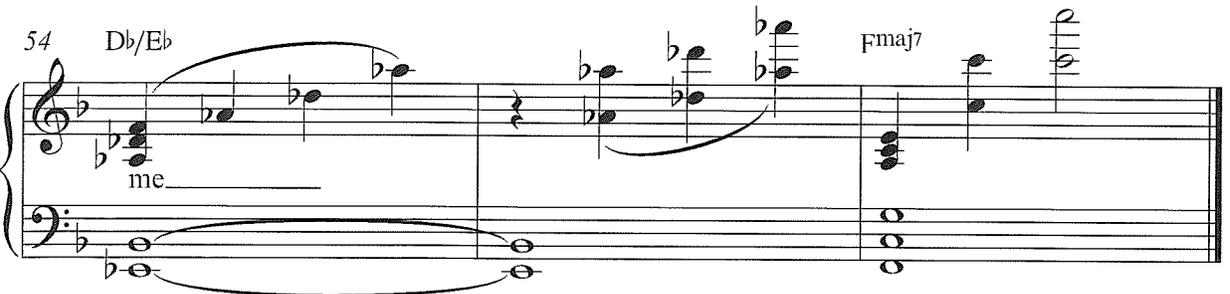
Me

51 $G^{\circ 7}$ Gm^7 $C^9(sus4)$



It's home for

54 $D\flat/E\flat$ $Fmaj^7$



me