



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve the Visitors Cultural Commission Funding Allocations Schedule FY14-15 and the Related Funding Agreements
Presenter:	Chris Minick, Finance Director Anne Becker, Ed.D., Cultural Commission Chair

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations (07/21/14)		Government Services
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$89,400	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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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. The Cultural Commission heard those presentations June 2, 2014.

The Commission had a budget of \$89,400 to allocate for FY 14-15. Eleven groups applied, with ten groups being recommended for funding allocations as attached. The Norris Cultural Arts Center again applied for funding for FY 14-15 after a one year hiatus. The STC Underground Center was not awarded funding as the Commission thought that they should request funding from the St Charles Parks Foundation.

Attachments: *(please list)*

Cultural Commission Recommended Funding Allocations Schedule for FY 14-15
Funding Agreements

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve the Visitors Cultural Commission Funding Allocations Schedule FY 14-15 and the related Funding Agreements.

<i>For office use only:</i>	<i>Agenda Item Number: 5b</i>
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*City of St Charles Cultural Commission
Recommended Allocation of Funding
6/23/2014*

Funded Group	2013/2014 Funding	2013/2014 Percentage	2014/2015 Funding Requested	2014/2015 Recommended Allocation	Percentage	Change From 2013/2014 Allocation
Fox Valley Reperatory	\$ 9,250.00	10.35%	\$ 20,000.00	\$ 8,325.00	9.31%	\$ (925.00)
St. Charles Singers	\$ 14,250.00	15.94%	\$ 15,000.00	\$ 12,500.00	13.98%	\$ (1,750.00)
Preservation Partners	\$ 10,750.00	12.02%	\$ 10,750.00	\$ 9,000.00	10.07%	\$ (1,750.00)
Norris Cultural Arts Center	\$ -	0.00%	\$ 10,000.00	\$ 7,000.00	7.83%	\$ 7,000.00
Fox Valley Concert Band	\$ 7,150.00	8.00%	\$ 10,000.00	\$ 5,800.00	6.49%	\$ (1,350.00)
Steel Beam	\$ 12,250.00	13.70%	\$ 50,000.00	\$ 14,000.00	15.66%	\$ 1,750.00
Fine Line Creative Arts Center	\$ 9,250.00	10.35%	\$ 10,500.00	\$ 8,325.00	9.31%	\$ (925.00)
Sculpture in the Park (Park Foundation)	\$ 6,250.00	6.99%	\$ 6,250.00	\$ 6,000.00	6.71%	\$ (250.00)
St. Charles Arts Council	\$ 15,250.00	17.06%	\$ 37,975.00	\$ 12,700.00	14.21%	\$ (2,550.00)
Water Street Studios	\$ 5,000.00	5.59%	\$ 12,000.00	\$ 5,750.00	6.43%	\$ 750.00
STC Underground	\$ -	0.00%	\$ 250.00	\$ -	0.00%	\$ -
	\$ 89,400.00	100.00%	\$ 182,725.00	\$ 89,400.00	100.00%	\$ -

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 Eight Thousand Three Hundred Twenty Five dollars and no/100 cents (\$8,325.00) for the period beginning May 1, 2014 and ending April 30, 2015. 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, 2015, and the consideration therefore 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 _____, 2014.

**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 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 Twelve Thousand Five Hundred dollars and no/100 cents (\$12,500.00) for the period beginning May 1, 2014 and ending April 30, 2015. 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, 2015, and the consideration therefore 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 _____, 2014.

ST. CHARLES SINGERS

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 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, 2014 and ending April 30, 2015. 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, 2015, and the consideration therefore 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 _____, 2014.

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 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 Seven Thousand dollars and no/100 cents (\$7,000.00) for the period beginning May 1, 2014 and ending April 30, 2015. 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, 2015, 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 _____, 2014.

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 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 Five Thousand Eight Hundred dollars and no/100 cents (\$5,800.00) for the period beginning May 1, 2014 and ending April 30, 2015. 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, 2015, 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 _____, 2014.

**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 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 Fourteen Thousand dollars and no/100 cents (\$14,000.00) for the period beginning May 1, 2014 and ending April 30, 2015. 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, 2015, and the consideration therefore 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 _____, 2014.

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 Eight Thousand Three Hundred Twenty Five dollars and no/100 cents (\$8,325) for the period beginning May 1, 2014 and ending April 30, 2015. 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, 2015, 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 _____, 2014.

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 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 Six Thousand dollars and no/100 cents (\$6,000.00) for the period beginning May 1, 2014 and ending April 30, 2015. 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, 2015, 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 _____, 2014.

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 Arts Council, an Illinois not-for-profit corporation, (hereinafter referred to as "the Arts Council,") 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 Council shall devote its exclusive energies to provide various art forms within the City of St. Charles.

II. In consideration of the foregoing services provided by the Arts Council, the City agrees to pay to the Arts Council, the amount of Twelve Thousand Seven Hundred dollars and no/100 cents (\$12,700.00) for the period beginning May 1, 2014 and ending April 30, 2015. 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 Council assists the City in obtaining shall be treated as a separate matter.

III. The Arts Council will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Arts Council is an independent contractor and has no authority to bind the City in any matter. The Arts Council 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 Council 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, 2015, and the consideration therefore may be renewed by a written instrument executed by both parties.

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

VII. Upon termination of this agreement, any funds paid to the Arts Council and not used or otherwise subject to pending contract requirements of the Arts Council 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 _____, 2014.

ST. CHARLES ARTS COUNCIL

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, Water Street Studios, an Illinois not-for-profit corporation, (hereinafter referred to as "Water Street Studios,")) 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, Water Street Studios shall devote its exclusive energies to provide various art forms within the City of St. Charles.

II. In consideration of the foregoing services provided by Water Street Studios, the City agrees to pay to Water Street Studios, the amount of Five Thousand Seven Hundred Fifty dollars and no/100 cents (\$5,750.00) for the period beginning May 1, 2014 and ending April 30, 2015. 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 Water Street Studios assists the City in obtaining shall be treated as a separate matter.

III. Water Street Studios will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. Water Street Studios is an independent contractor and has no authority to bind the City in any matter. Water Street Studios 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. Water Street Studios 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, 2015, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. Water Street Studios will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to Water Street Studios and not used or otherwise subject to pending contract requirements of Water Street Studios 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 _____, 2014.

WATER STREET STUDIOS

CITY OF ST. CHARLES

By _____
President

Mayor