

**AGENDA**  
**ST. CHARLES CITY COUNCIL MEETING**  
**RAYMOND P. ROGINA, MAYOR**

**MONDAY, DECEMBER 15, 2014 – 7:00 P.M.**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Invocation.**
- 4. Pledge of Allegiance.**
- 5. Omnibus Vote. Items with an asterisk (\*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.**
- 6. Motion to accept and place on file minutes of the Public Hearing of the St. Charles City Council held on December 1, 2014 (SSA); minutes of the Public Hearing of the St. Charles City Council held on December 1, 2014 (Tax Levy); and minutes of the regular City Council meeting held on December 1, 2014.**
- \*7. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the periods of 11/10/2014 – 11/23/2014 in the amount of \$4,851,219.66 and 11/24/2014 – 12/07/2014 in the amount of \$1,998,240.29.**

**I. New Business**

- A. Motion to approve a **Resolution** Approving License Agreement by and between the City of St. Charles and St. Charles Arts Council (January 1 – December 31, 2015).**

**II. Committee Reports**

**A. Government Operations**

- \*1. Motion to accept and place on file the minutes of the December 1, 2014, Government Operations Committee Meeting.**

**B. Government Services**

None

December 1, 2014

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**C. Planning and Development**

- \*1. Motion to approve an **Ordinance** Amending Title 12 of the St. Charles Municipal Code Entitled “Streets, Sidewalks, Public Places, and Special Events” Chapter 12.40 “Corridor Improvement Program”.

**D. Executive Session**

- Personnel
- Pending Litigation
- Probable or Imminent Litigation
- Property Acquisition
- Collective Bargaining
- Review of Minutes of Executive Sessions

**E. Additional Items from Mayor, Council, Staff, or Citizens**

**F. Adjournment**

**MINUTES FROM THE PUBLIC HEARING OF THE ST. CHARLES CITY COUNCIL  
HELD ON MONDAY, DECEMBER 1, 2014 – 6:55 P.M.  
CITY COUNCIL CHAMBERS, IN THE CITY COUNCIL CHAMBERS  
2 E. MAIN STREET ST. CHARLES, IL 60174**

**1. Call To Order By Mayor Raymond Rogina At 7:08 P.M.**

**2. Roll Call.**

**Present:** Stellato, Silkaitis, Payleitner, Lemke, Turner  
Bancroft, Martin, Krieger, Bessner, Lewis

**Absent:** None

**3. Public Hearing to approve Proposed Property Tax Levy for the City of St. Charles:  
Special Service Area 1A;**

• **Chris Minnick**

Special Service Area 1A is generally located in the commercial district in downtown area. It was established for the provision and maintenance and parking in the downtown area including debt service on east side parking deck. Bonds were purchased in 1997, and refinanced in 2009 and schedule to be paid off in the 2015/2016 fiscal year. The 2013 levy extension was \$74,939 and we are requesting \$85,000 for 2014, subject to a maximum rate of \$.40/\$100 of EAV. This will generate roughly \$70,000 in revenue. We do “over-levy” to maximize the collections on SSA 1A.

- No written comments filed with the Clerk’s office.
- No public comments.

Special Service Area 1B;

• **Chris Minnick**

This Special Service Area is generally located in the downtown area as well. It’s borders are the same as SSA 1A. It was established for downtown revitalization and economic development and related capital projects. It provides economic support for the downtown partnership. The 2013 levy extension was \$250,224; the 2014 levy request is \$270,000. There is a maximum rate of \$.90/\$100 of EAV and I believe we will generate about \$240,000 in revenue. But we increase the levy a little bit to make sure we maximize the collections.

- No written comments filed with the Clerk’s office.
- No public comments.

Special Service Area 5;

• **Chris Minnick**

This is the central manufacturing district; generally south of East Main Street between and Ohio and Kautz roads, north of railroad right away. It was established for maintenance of common areas and storm water detention areas including maintenance and repair of the storm sewer. The 2013 tax levy extension was \$9,873; the 2014 is requested at \$10,522.

- No written comments filed with the Clerk’s office.

- No public comments.

**Special Service Area 6;**

- **Chris Minnick**  
This is in Cambridge East, for common areas and maintenance of storm water detention areas. The 2013 tax levy extension was \$1,610 and the 2014 request is \$1,716.
- No written comments filed with the Clerk's office.
- No public comments.

**Special Service Area 7;**

- **Chris Minnick**  
This also in central manufacturing district, west of Kirk road south of railroad right away and north of Tyler Road. For common area maintenance and storm water detention maintenance. The 2013 tax levy extension was \$4,255 and the 2014 request is \$4,535.
- No written comments filed with the Clerk's office.
- No public comments.

Special Service Area 10;

- **Chris Minnick**  
For Royal Fox number one for mowing and maintenance of common areas and maintenance of storm water detention areas. The 2013 tax levy extension was \$13,700 and the 2014 request is \$14,600.
- No written comments filed with the Clerk's office.
- No public comments.

Special Service Area 13;

- **Chris Minnick**  
Red Gate area for mowing and maintenance of common areas and maintenance of storm water detention areas. The 2013 tax levy extension was \$19,833 and the 2014 request is \$21,137.
- No written comments filed with the Clerk's office.
- No public comments.

Special Service Area 21;

- **Chris Minnick**  
This has a specific program as part of this development. We issued special service area bonds that were secured by special service area taxes. It is generally for NE corner of Route 64 and Kirk road. This excludes the mall property. It does continue north along the commercial property north of Foxfield. There were \$3.7 million in bonds were issued related to the development. The project is complete and bond proceeds have been expended. The SSA taxes make the principle and interest payments on those bonds. The 2013 tax levy extension was \$238,966 and the 2014 request is \$232,625. We did call \$875,000 in par value of bonds during 2012 that resulted \$58,000 annual savings.

- No written comments filed with the Clerk's office.
- No public comments.

Special Service Area 57

- **Chris Minnick**  
Legacy Business Park was established for the acquisition, design, engineering, construction and maintenance and operation of the electric substation for Legacy Park. The 2013 tax levy extension was \$30,670 and the 2014 request is \$32,064.
- No written comments filed with the Clerk's office.
- No public comments.

**4. Adjournment**

Motion By Stellato, seconded by Bessner, to adjourn meeting.

VOICE VOTE                      UNANIMOUS                      MOTION CARRIED

Meeting adjourned at 7:17 P.M.

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Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

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Nancy Garrison, City Clerk

**MINUTES FROM THE PUBLIC HEARING OF THE ST. CHARLES CITY COUNCIL  
HELD ON MONDAY, DECEMBER 1, 2014 – 6:55 P.M.  
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**2. Roll Call.**

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**Absent:** None

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**4. Adjournment**

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VOICE VOTE                      UNANIMOUS                      MOTION CARRIED

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**1. Call To Order By Mayor Raymond Rogina At 7:17 P.M.**

**2. Roll Call.**

**Present:** Stellato, Silkaitis, Payleitner, Lemke, Turner  
Bancroft, Martin, Krieger, Bessner, Lewis

**Absent:** None

**3. Invocation – Alderman Rita Payleitner**

**4. Pledge of Allegiance**

**5. Presentations:**

- Presentation of Promotion and Swearing in Anthony Cavallo to Lieutenant of the St. Charles Fire Department.
- Presentation of Recognition of Achievement of Eagle Scout Brandon Palma Michael Lach, Boy Scout Troop 10.
- Presentation of a Proclamation Honoring the St. Charles Mothers' Club 90<sup>th</sup> Anniversary to Lori Smerz.
- Presentation of a Proclamation Declaring December 7, 2014 Pearl Harbor Remembrance Day in the City of St. Charles to Ron Johnson.

**6. Motion by Martin, seconded by Krieger to approve the Omnibus Vote.**

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED

**\*7. Motion by Martin, seconded by Krieger to accept and place on file minutes of the regular City Council meeting held on November 17, 2014.**

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

**I. New Business**

**A. Motion by Stellato, seconded by Silkiatis to approve an Ordinance 2014-M-32 for the Annual Tax Levy.**

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED

- B. Motion by Silkaitis, seconded by Bancroft to approve an **Ordinance 2014-M-33** for the Levy and Assessment of Taxes for the Year 2014 in and for the City of St. Charles Special Service Area Number 1A (Central Business District).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED

- C. Motion by Payleitner, seconded by Lemke to approve an Ordinance 2014-M-34 for the Levy and Assessment of Taxes for the Year 2014 in and for the City of St. Charles Special Service Area Number 1B (Downtown Revitalization).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED

- D. Motion by Lemke, seconded by Turner to approve an **Ordinance 2014-M-35** for the Levy and Assessment of Taxes for the Year 2014 in and for the City of St. Charles Special Service Area Number 5 (Central Manufacturing District).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED

- E. Motion by Turner, seconded by Bancroft to approve an **Ordinance 2014-M-36** for the Levy and Assessment of Taxes for the Year 2014 in and for the City of St. Charles Special Service Area Number 6 (Cambridge East).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED

- F. Motion by Bancroft, seconded by Bessner to approve an **Ordinance 2014-M--37** for the Levy and Assessment of Taxes for the Year 2014 in and for the City of St. Charles Special Service Area Number 7 (Central Manufacturing District).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED

- G. Motion by Martin, seconded by Krieger to approve an **Ordinance 2014-M-38** for the Levy and Assessment of Taxes for the Year 2014 in and for the City of St. Charles Special Service Area Number 10 (Royal Fox I).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED

- H. Motion by Krieger, seconded by Bessner to approve an Ordinance 2014-M-39 for the Levy and Assessment of Taxes for the Year 2014 in and for the City of St. Charles Special Service Area Number 13 (Red Gate).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis  
NAY: 0 ABSENT: 0  
MOTION CARRIED

- I. Motion by Bessner, seconded by Lewis to approve an Ordinance 2014-M-40 for the Levy and Assessment of Taxes for the Year 2014 in and for the City of St. Charles Special Service Area Number 57 (LegacyBusiness Center).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis  
NAY: 0 ABSENT: 0  
MOTION CARRIED

## II. Committee Reports

### A. Government Operations

- \*1. Motion by Martin, seconded by Krieger to accept and place on file the minutes of the November 17, 2014, Government Operations Committee Meeting.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis  
NAY: 0 ABSENT: 0  
MOTION CARRIED (Omnibus Vote)

- \*2. Motion by Martin, seconded by Krieger to approve a **Resolution 2014-114** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Certain Contract Between MCCi and the City of St. Charles.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis  
NAY: 0 ABSENT: 0  
MOTION CARRIED (Omnibus Vote)

- \*3. Motion by Martin, seconded by Krieger to approve a **Resolution 2014-115** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Certain Agreement for Additional Services Between New World Systems and the City of St. Charles for System Software Updates/Upgrades.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis  
NAY: 0 ABSENT: 0  
MOTION CARRIED (Omnibus Vote)

- \*4. Motion by Martin, seconded by Krieger to approve a **Resolution 2014-116** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Certain Agreement Between Houston Galveston Area Purchasing Cooperative Agreement (HGAC Buy) and the City of St. Charles.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis  
NAY: 0 ABSENT: 0  
MOTION CARRIED (Omnibus Vote)

### B. Government Services

- \*1. Motion by Martin, seconded by Krieger to waive the formal bid procedure and approve a **Resolution 2014-117** Authorizing the Mayor and City Clerk of the City of St. Charles to

Approve the Purchase of a Return Activated Sludge Pump from Xylem Water Solutions, USA, Inc.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*2. Motion by Martin, seconded by Krieger to approve a **Resolution 2014-118** Authorizing the Director of Public Works to Execute Change Order No. 1 for Royal Fox I Lift Station Rehabilitation Project to Marc Kresmery Construction.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*3. Motion by Martin, seconded by Krieger to approve a **Resolution 2014-119** Authorizing the Director of Public Works to Execute Change Order No. 1 for the Illinois Street Siphon Rehabilitation Project to Marc Kresmery Construction.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*4. Motion by Martin, seconded by Krieger to approve a **Resolution 2014-120** Authorizing the Director of Public Works to Execute Change Order No. 9 for the Biosolids Building Construction Project to Whittaker Construction and Excavating, Inc.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*5. Motion by Martin, seconded by Krieger to approve an **Ordinance 2014-M-41** Amending Title 5, "Business Licenses and Regulations," Chapter 5.16, "Tobacco Dealers," of the St. Charles Municipal Code.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*6. Motion by Martin, seconded by Krieger to approve an **Ordinance 2014-M-42** Amending Title 5, "Business Licenses and Regulations," Chapter 5.20, "Massage Establishments," of the St. Charles Municipal Code.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*7. Motion by Martin, seconded by Krieger to approve an **Ordinance 2014-M-43** Amending title 10 "Vehicles and Traffic", Section 10.40.040 "No Parking Places Designated – Prohibited Parking" of the St. Charles Municipal Code.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*8. Motion by Martin, seconded by Krieger to approve a **Resolution 2014-121** Authorizing the Mayor and City Clerk of the City of St. Charles to accept an Easement at 3620 Swenson Avenue (Chicago Mold & Tool).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

**C. Planning and Development**

- \*1. Motion by Martin, seconded by Krieger to approve a **Resolution 2014-122** Authorizing the Execution of the First Amendment to an Intergovernmental Agreement for Road Construction by and between the City of St. Charles and the City of Geneva (Bricher Road).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*2. Motion by Martin, seconded by Krieger to accept and place on file minutes of the November 10, 2014 Planning & Development Committee.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner,  
Bancroft, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

**D. No Executive Session**

**E. Additional Items from Mayor, Council, Staff, or Citizens**

- Mayor Rogina congratulated the Downtown Partnership and all who worked on the Christmas Lighting of the Lights and the Christmas parade. Mayor Rogina also encouraged all to shop/buy local.

**F. Adjournment**

Motion By Bancroft, seconded by Turner, to adjourn meeting.

VOICE VOTE UNANIMOUS MOTION CARRIED

Meeting adjourned at 7:44 P.M.


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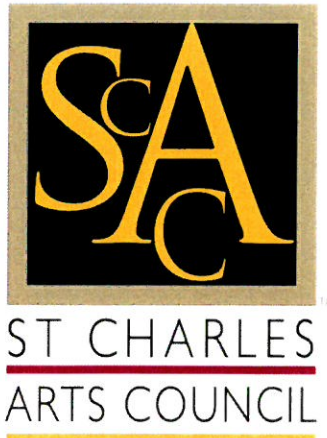
Nancy Garrison, City Clerk

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Nancy Garrison, City Clerk

 <b>ST. CHARLES</b> SINCE 1834	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>					
	Title:	Motion to Approve a Resolution Approving License Agreement by and Between the City of St. Charles and St. Charles Arts Council (January 1 – December 31, 2015)				
	Presenter:	Mark Koenen				
<i>Please check appropriate box:</i>						
<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services			
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council (12/15/14)			
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>				
Estimated Cost:		Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
If NO, please explain how item will be funded:						
<b>Executive Summary:</b>						
<p>On December 2, 2013, the City Council approved a license agreement authorizing the St. Charles Arts Council to utilize office space at City Hall. The license agreement allows for up to two (2) 1-year renewal periods and this agreement expires December 31, 2014.</p> <p>The Charles Arts Council has submitted a letter requesting that the City of St. Charles considers granting them the first 1-year renewal period of their license agreement for January 1 – December 31, 2015.</p>						
<b>Attachments:</b> <i>(please list)</i>						
Letter from St. Charles Arts Council Resolution Agreement						
<b>Recommendation / Suggested Action</b> <i>(briefly explain):</i>						
Motion to approve a Resolution Approving License Agreement by and Between the City of St. Charles and St. Charles Arts Council (January 1 – December 31, 2015)						
<i>For office use only:</i>		<i>Agenda Item Number: IA</i>				



Wednesday, December 3, 2014

Mr. Mark Koenen  
City Administrator  
City of St. Charles  
Two East Main Street  
St. Charles, Illinois 60174

Dear Mr. Koenen;

One year ago the City Council once again renewed the 3 year lease with the St. Charles Arts Council (SCAC) for the use of office space and office furniture, which continues to be a great help to the organization. In the past it has been customary to add this item to a City Council agenda each year, for their approval, which is the reason for this letter.

To reiterate, the Board of the SCAC is extremely thankful for this support from the City of St. Charles, and as always, we would be happy to meet with you, the Mayor, and/or the City Council at any time, to provide any information about the ongoing programs, activities and events of the SCAC.

Very Sincerely,

Sue McDowell  
Board Vice President, Treasurer  
St. Charles Arts Council, Inc.

**City of St. Charles, Illinois  
Resolution No. 2014-**

**A Resolution Approving a License Agreement by and Between  
The City of St. Charles and St. Charles Arts Council  
(January 1 – December 31, 2014\_**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

WHEREAS, on \_\_\_\_\_, the City Council approved a license agreement (“the Agreement”) by and between the St. Charles Arts Council and the City of St. Charles; and

WHEREAS, the Agreement authorizes the St. Charles Arts Council to utilize office space, furnishings and equipment at City Hall; and

WHEREAS, Section 13 – Term of the Agreement allows for up to two (2) 1-years renewal periods; and

WHEREAS, on December 2, 2013 the City Council approved a Resolution Approving a License Agreement by and Between the City of St. Charles and St. Charles Arts Council (January 1 – December 31, 2014) with two (2) consecutive one-year periods; and

WHEREAS, the St. Charles Arts Council has submitted a letter requesting renewal for the first one-year renewal period (January 1 – December 31, 2015); and

WHEREAS, the City Council desires to grant the request for renewal and authorize the same.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the request for renewal of the Agreement for the period of January 1 – December 31, 2015 is hereby approved.



**Presented** to the City Council of the City of St. Charles, Illinois this \_\_\_\_ day of December, 2014.

**Passed** by the City Council of the City of St. Charles, Illinois this \_\_\_\_ day of December, 2014.

**Approved** by the Mayor of the City of St. Charles, Illinois this \_\_\_\_ day of December 2014.

\_\_\_\_\_  
Mayor Raymond P. Rogina

Attest:

\_\_\_\_\_  
City Clerk

**Council Vote:**

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: \_\_\_\_\_

## LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the "Licensor" or "City"), and the St. Charles Arts Council, 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 arts activities within the City with the goal of enhancing the cultural environment in the City, as well as promoting economic development 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 December 31, 2015; 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:

St. Charles Arts Council  
2 E. Main Street  
St. Charles, Illinois 60174  
Attn: President

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

ATTEST:

\_\_\_\_\_  
City Clerk

ST. CHARLES ARTS COUNCIL

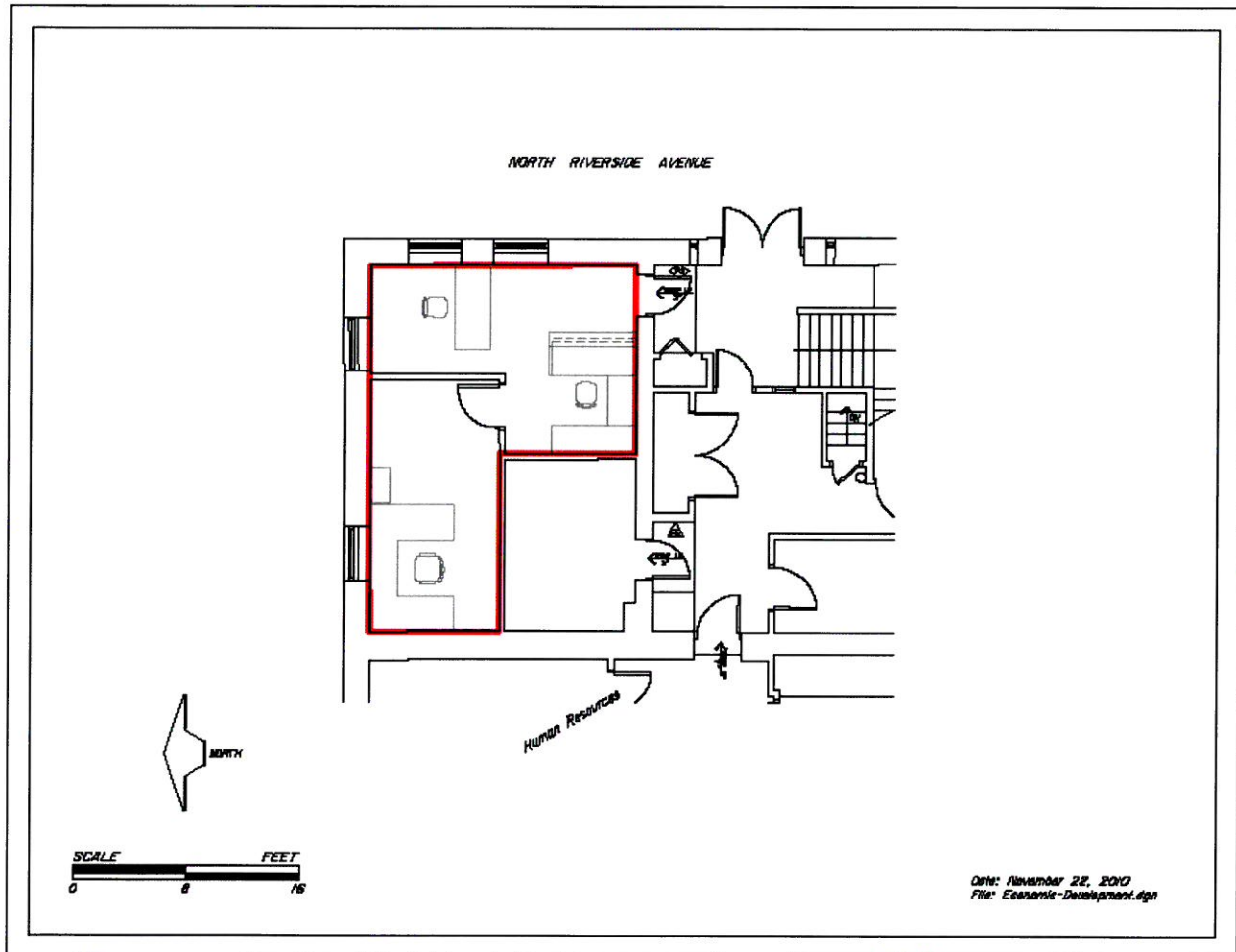
By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

# EXHIBIT "A"

## DESCRIPTION OF OFFICE SPACE



## EXHIBIT "B"

### DESCRIPTION OF OFFICE EQUIPMENT

#### **One (1) 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

#### **Two (2) 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

#### **Two (2) 3'X3' Tables (Conference Room)**

#### **Eight (8) Conference Table Chairs**

#### **One (1) Bookshelf**

#### **Two (2) Work-Station Computers with MS Office Software**

#### **Two (2) Monitors**

#### **Two (2) IP Telephones**



**MINUTES  
CITY OF ST. CHARLES, IL  
GOVERNMENT OPERATIONS COMMITTEE  
MONDAY, DECEMBER 1, 2014**

**1. Opening of Meeting**

The meeting was convened by Chairman Turner at 7:45 p.m.

**2. Roll Call**

**Members Present:** Chair. Turner, Ald. Stellato, Silkaitis, Payleitner, Lemke, Bancroft, Martin, Krieger, Bessner, and Lewis

**Absent:**

**3. Omnibus Vote - None**

None.

**4. Finance Department**

**a. Presentation of Mid-Year Report on Activities of Convention and Visitors Bureau (CVB).**

**Chris Minick:** The CVB is present to update the committee on their activities since the award of funding since the spring of 2014.

**Amy Egolf , 311 N 2<sup>nd</sup> Street, St. Charles:** When we received the funding from the City in Spring of this year, we were not at the end of our fiscal year. We receive funds from the Office of Tourism, our fiscal year follows that of the State of Illinois. When we came in front of you, at that time, we reported on our activities through the third quarter of FY14.

This evening I am giving you a snap shot of our end of year numbers as well as those things that we've achieved in the first quarter of FY2015, and also a wrap-up of Scarecrow Fest 2014. We'll also discuss those things we plan to do between now and the end of our FY15 which concludes June 30, 2015.

At the end of 2014 we were able to do a return of investment of \$14.74 for each of the funding dollars that we received both from the City of St. Charles and the Illinois Office of Tourism. The three multipliers that we use to come up with that return of investment are: estimated spending from non-Fox Valley attendees of the 2013 Scarecrow Fest, estimated spending from visitors converted who have contacted our bureau for information, and potential spending from group rooms that were booked by the St. Charles Bureau Sales Team. That equals over \$11M in total estimated spending that comes from our track-able initiatives.

Among those things that are not track-able are the over 500,000 unique visits that our website had in FY2014 as well as the 30,000 visitors that we touched in services that are provided by our bureau staff. For 1Q15 which was from July 1 through the end of September, we have good

results to share as well. In the first three months of our fiscal year, our sales department was able to generate pieces of businesses that reflected over 1,400 room nights. Those represented 37 different pieces of businesses that were sent to our hotels for their consideration. Compared to this same time last year, they increased those numbers from 16 pieces of businesses and a reflection of 3,245 room nights. 2015's first quarter is the highest generated room night total in the history of the St. Charles bureau since we started to track.

You were all kind enough to consider our request to restore funding, and we were able to put those funds to good use. Our sales people triple the number of client appointments, more than double their tradeshow appointments, and reach 2-1/2 more meeting and event planners through emails and phone calls that were generated from those things that we were able to direct dollars to.

In 1Q15 we answered 812 phone inquiries, 184 e-mail inquiries, 2,310 reader responses from print advertising, and we're able to track hotel referrals from our website directly to our hotel partners. Also in 1Q15 hotel referrals from mobile phone users were up 3,650% over that of 1Q14. We also had a 5% increase to our website this quarter over 1Q14.

Group Sales Initiatives: room sales were down first quarter this year but the total number of booked groups was up by two pieces of business.

Scarecrow Fest 2014: this does not actually fall within first quarter, but since all of our tracking was done I thought I would include the results of this year's festival. Estimated attendance was stated to be 120,000 people; of those 52% came from outside the Fox Valley area. We were able to identify attendees from 22 states and from 131 communities within the State of Illinois. 30% were first time attendees this year. Direct spending as a result of this festival is estimated to be almost \$5M.

Year to date our spending impact on those three variables totals \$5,899,216. Between now and June 30 our bureau will prospect for business at seven tradeshows. Three of them will target meeting planners, religious planners, state association planners, and third-party planners representing multiple national markets. We went to three motor coach tradeshows: Heartland Showcase, American Bus Association, and Select Travel. We are also reaching out to National Association of Sports Commissions and meet with event rights holders and national governing bodies.

We are promoting our "Year of the Scarecrow" campaign. The mission of this campaign is to capitalize on a nationally recognized brand that St. Charles Scarecrow Fest has become in order to create additional awareness and exposure for the fun engaging family friendly and business centric services offered by greater St. Charles organizations. Some components of this campaign are: a song written and produced of "What's in a Scarecrow" which was performed at the closing ceremonies at this year's festival, we will have personal appearances by Chuck and Char scarecrows, have community partner participation and support, our hotels are offering special rates for both leisure and group rooms. There is a charity component to that campaign which is \$1 of every room that is booked at the Year of the Scarecrow rate will go to Luri Children's

Hospital which is part of Children's Miracle Network. Next year is the 30<sup>th</sup> anniversary of Scarecrow Fest which will be held October 9 – 11, 2015. We are also putting together a Steering Committee to look at the Scarecrow contest to see if there are some things we can do, not to change it, but to enhance it so that the displays are as charming as it should be.

The bureau appreciates the support from elected officials and city staff.

**Chrmn. Turner:** It's good to see those figures, it's always encouraging. You've done a great job and hope you continue to do so.

## 5. City Administrator's Office

### a. Discussion on advancing the Bloomberg Public Art Challenge application based on the use of City land and need for City funding in future fiscal years.

**Mark Koenen:** Included in the packet in the executive summary is a brief update on an opportunity for the City of St. Charles as well as the Arts Council who would like to ask you to consider. This is referred to as the Bloomberg Public Art Challenge. There is an application which is a two-step process. The first step is a screening step, where qualified communities submit their applications for projects they would like to do in calendar year 2015 or 2016. It allows for a match from the local community as well as a match from the Bloomberg Foundation to help provide for art in our community and enhance the cultural resource in the community. Elizabeth Bellaver, on behalf of the Arts Council, is with us who will offer more detail.

I would first like to identify what two things St. Charles will be engaged in, in this type of an activity. 1) Everyone is familiar with Sculpture in the Park, that is an Arts Council activity that takes place in Mount St. Mary's Park. It has a strong history on being present in our community and certainly one that we've all grown to appreciate and certainly recognize the art is brings to our community. The first phase of this art opportunity for expansion is to grow the Sculpture in the Park program to extend along the Fox River banks from Mount St. Mary's Park north to Pottawatomie Park. There would be an addition of public art to be placed on city owned properties which would generally be along the Brownstone frontage between Prairie and Indiana Streets river crossings. There would also be opportunity to provide for public art along city owned property which extends between the Indiana pedestrian bridge north to the Illinois Street bridge, and again through the municipal complex on the east bank of the Fox River between Main Street and Pottawatomie Park. In speaking with Elizabeth from the Arts Council, the thought is there would be four additional sculptures in that area, and you as the City Council, would need to authorize that use of City property for that particular usage. We would also be asked to provide the bases for those art structures, that is something that the Park District does today for the Sculpture in the Park program in Mount St. Mary's Park.

The second piece you would be asked to consider is that of the funding. With every grant opportunity, it is very traditional that there is some sort of a local match. Elizabeth will address this tonight, but with some preliminary conversations that we've had, the project is best estimated to be of the magnitude of \$400,000. They are asking from the City and its other partners, which will be talked about later, to put in \$100,000. That match would be between the

Park District, the City of St. Charles, and the Arts Council does have a funding arm that they would reach out to their membership for additional funding. Having shared that with you, I should indicate that the first step of the application is the screening process. In this first step we talk about what the art proposal is, what the potential opportunities are for local, financial participation. It's not a firm commitment, but there is an indication made in the application of what that financial contribution could be. If you advance to step two of the process, this would come about in the first quarter of 2015, that's when the commitments are made and we sign on the line and say what the local match is going to be. Having said that, I had a conversation with Holly Cable, Director of the Park District; the Park District Park Board has heard this similar presentation at their recent board meeting, and they have agreed in concept to be a co-applicant with the City of St. Charles, if we should choose to move ahead with the application for the Bloomberg Foundation money. They also understand that there is some funding capacity here, they have not made a commitment on what their role or commitment would be to fund this, but they would like to partner with us, if in fact we choose to move forward.

I will now ask Elizabeth Bellaver to come forward and offer her comments from the art community as it relates to this project and following that we can take questions, concerns, or comments you may have.

**Elizabeth Bellaver, 6 Aintree Road, St. Charles:** Read a Press Release from Bloomberg Foundation to give Council a better understanding of what Bloomberg is trying to accomplish with this challenge.

The St. Charles Arts Council is suggesting that our familiar place be the Fox River by utilizing the common mission of existing public art and expansion of existing public art programs and at least three public arts installation that wind along and over the Fox River. Our plan is to do this in August/September time frame 2016 and Mark has told you a good bit of what we want to do with the current Sculpture in the Park program and also utilizing a significant body of currently six and by next spring, seven pieces of public art that follow the route from Mount St. Mary's Park north across the river to Potwattomie Park.

I want to give you an idea of what we are looking at in addition to the Sculpture in the Park program. Public art installation by definition means it's something that is temporary, goes in and stays for a period of time and then it leaves. The public art installation component of this is basically the bottom line concept of the challenge and we are trying to think of the most exciting public art piece that truly would bring cultural tourists and visitors to St. Charles. I came up some interesting and creative types of art to do with water (showed a couple of slides of artwork done in England, Spain, and Arizona called Voyage – rows of lighted boats, 2 feet long, and lights can be controlled by individuals' downloading an app on their cellphone to change the color of lights on the boats). I am proposing this for the Fox River but we do still have some permitting questions to be answer about doing this in the river. This current project that was shown is smaller than what the width of the Fox River is so the artist would have to make this artwork twice as big; proposing this artwork to stretch from east to west banks of the Fox River.

We don't have to do a dollar to dollar match as Mark pointed out. We want to raise the money that we feel we need to put into this project. We are looking at many funding sources as Mark mentioned but also want to use crowd funding. This has proven to be a very useful concept for public installations. (Gave some statistics/information on these type of art projects.)

Question is raised on return on investment and that is a very difficult issue for art installation. It's hard to have hard data on sales, tickets, headcounts as they are difficult and to use an expression "activity metric", it's not necessarily a value to talk about how many people came to our Facebook page or tweet us. It's more of what kinds of dollars float into the City as a result of doing this project. I am talking to other organizations in other cities as to how they measure this. We do have specific examples, such as, a project in Rhode Island, where they spent \$19 tourist dollars for 200K visitors which translated to over \$4M in additional spending in downtown Providence. (Showed examples of cities who did projects on a smaller scale and still made money for their city/town.) Scottsdale showed that 63% of people survey came specifically to Scottsdale to see this art project event. I hope you will see the value to the City for cultural tourism as we have data that cultural tourists spend more money than local tourists.

There is a significant promotional budget and we plan to go beyond the Chicagoland area in our efforts to bring people to St. Charles to see what should be a very robust and very interesting public art installation project.

**Ald. Martin:** I support your project but the number of \$400K – explain that.

**Elizabeth:** That's paying the artists, including folks from London as well as three local artists who would do installation art for us with the expansion of Sculpture in the Park program. We would significantly increase the number of artists and significantly increase the stipend they receive as these stipends have gone up and we want to make sure we are staying consistent with that to ensure we are getting the best art and most art to choose from in that program. It involves a significant promotional effort and involves the element of having a "Pop-Up" program in town. Our biggest problem with a "Pop-Up" program is finding venues because we ask people to let us borrow their space. We would like to rent space for a prolonged period of time so we know we have it available to us. It's a combination of artists, promotional dollars, and cost of developing the availability of space for additional art exhibitions.

**Ald. Martin:** Is that \$400K, is that just to qualify for the grant?

**Elizabeth:** No, Bloomberg grant could give us up to \$1M. If we got a grant, we would make a proposal to them of what we want to do, this is what it would cost, and this is what we want from them, and this is roughly what we will get from our participating partners in this effort. They write us big check and we collect a smaller check and put it together and in 2016 start spending it.

**Ald. Martin:** What are the odds of us getting a grant? How many applicants do you anticipate?

**Elizabeth:** I can't answer that, but they invited 1,393 cities in the U.S. to participate in this. How many of them will, we won't know until later on this month.

**Ald. Martin:** Break down the \$400K again, where is it coming from?

**Elizabeth:** \$300K from Bloomberg, and \$100K from a multitude of individuals, organizations, the City, River Corridor Foundation, St. Charles Arts Council, St. Charles Park District Foundation, anybody/everybody in crowd funding – anyone who will write us a check.

**Ald. Martin:** What is the expense of City of St. Charles – what are you looking for?

**Elizabeth:** That is up to the City of St. Charles; from all of this local effort – a total of \$100K. The more we get from the City, the less we have to spend on fundraising and the easier it is for us to concentrate on the art. We are prepared to do whatever kind of fundraising that is necessary.

**Ald. Martin:** The most it would be is \$100K if nobody else joined in?

**Elizabeth:** Yes, but I would be more than a little shocked if nobody else joined in since I've already talked to a lot of people who are interested.

**Ald. Martin:** What I proposed is matching funds. If all the other groups were able to raise \$50K, than the City and Park District would split that so it would be \$25K from the City. How much do you figure the outside groups could raise? Do you have any commitment at all?

**Elizabeth:** I'm not far enough down the road in trying to fundraise for this. We've talked to River Corridor Foundation and right now they are doing their fundraising for their Bob Leonard Walk and I don't know how much money they'll have available. They have put a significant amount of effort behind the Active River project and they think this is really cool and a total fit for Active River. By the time 2016 rolls around we are hoping for funding money coming in. Can we get someone like Harris Bank and Hotel Baker who are right on the river to do in kind or cash – we hope so – we haven't asked them yet. We want to talk to organizations like Rotary, American Legion – is money out there – yes. We just went through a major fundraiser for the Reflection sculpture that is going to be sited along the river and that was done with a lot of \$100 - \$500 contributions. The more money the City is interested in giving, makes it easier for us to focus on the art and not the fundraiser, but we are prepared to the fundraising if we need to. Right now Bloomberg is not looking for how much the City is going to do, but if we were to make the cut and go to the second phase, that would be important.

**Ald. Martin:** What's the deadline?

**Elizabeth:** The deadline for handing in this grant request is December 15 and there is no expense involved in that. We would talk about proposed sources of funding for now. We have to tell them how much it's going to cost and what our budget is. We will find out if we made the cut in February 2015. Then we would have a fixed dollar value at that time.

**Ald. Payleitner:** Regarding the press release, they also included the desire for the cities to measure their impact. Is that included in your budget proposal or would it be put upon our Economic Development Department to do that?

**Elizabeth:** I hope our Economic Development Department would be a very big part of doing that. There is an administrative budget that allows us to pay whomever we have to pay whether it's somebody who does a survey, somebody who executes, designs the survey, etc. for a significant effort, and again this is not for public art to do because everything is free; but we can have a conversation with other cities who have done this and how they have tried to measure this. We will try to use one of the models already out there for public art installation.

**Ald. Payleitner:** With your expectation for the City, I was wondering if this was included in that – or if the City would have to provide bases on our property, is that included in what is expected in the total number?

**Elizabeth:** I did not include that, but I should go back and include that in the budget because whether the City gives cash or in kind of putting down a concrete pad – that's still money. The budget I have right now is \$354K - \$400K which is on the high side to allow for some room. I have \$40K-\$50K allowed for administration costs.

**Ald. Payleitner:** Do you have to contract the artist for them to apply.

**Elizabeth:** No I don't have to contract them, but Bloomberg is saying if you have someone in mind, you need to get them involved with the process and I've talked with the folks in London and they are delighted at the opportunity to do this. The only issue that remains as I stand here tonight is the breadth of the river. They've never done one that big from shore to shore. If that becomes problematic, I can google "art and water" and there are lots of things we can do. This project displaces very little water.

**Mark:** The application will be contingent on getting permits.

**Ald. Krieger:** We've had other groups with suggestions with what they want to do with the river, how will this fit in and is this another unbudgeted, unfunded, un-proposed financial issue?

**Mark:** There is no money currently in the budget for this project. We have a multi-year budget at the City of St. Charles, but this is not a project that has been contemplated to date. This is something that would have to be considered in the future budget year which most likely would be 2015/16 or 2016/17 depending on how the payments would have to be structured. One other suggestion is that there is a timeline that we need to submit by and there are two projects here. One is for the expansion of the Sculpture in the Park along the Fox River shoreline and the second piece is this in-water exhibit. The piece of the puzzle that we don't have a lot of information about is the in-water exhibit and that is probably the expensive piece of the project. Maybe we submit this as two parts. One, the shoreline sculpture expansion program and two, is the in-water piece. We then can respond to these application questions accordingly. It would be easier to quantify what the budget would be for this as well.

**Ald. Stellato:** This is a procedural question. Tonight our action isn't really to make a motion to do anything? We're just having a discussion and giving some direction to you and Elizabeth so you can fill out this application. Are you looking tonight for a read on the Council as far as 1) are we willing to donate property or allow art to be placed on public property and shoreline and I have no problem with that; or 2) is funding, and what level of funding are you asking for? We aren't able to quantify how much. So take a motion tonight as opposed to giving you some direction; that is where I'm torn. What exactly are you looking for?

**Mark:** To clarify, it is to use public lands for particular use. If the answer is no, there is no reason to include that in the application. The second piece is funding and we don't know what that value is – we can make some general representations of what funding could be/may be. What's important tonight is that no one is surprised if this comes back to stage 2. If we don't want to have that conversation in February/March timeline for stage 2, should we be elevated, do we want to say no to it tonight? December 15 is the submission date which is two weeks from today.

**Ald. Lewis:** This is an interesting project. How long is the river project going to be in place?

**Elizabeth:** The Sculpture in the Park portion would be for the entire duration of that event (May – October) and this has the bigger dollar amount associated with it. Typically we have 9 or 10 artists with stipends of \$500 and we are now talking about 20+ artists at \$2,000 stipends. The in-water project is \$50K.

**Ald. Lewis:** To clarify, the river project is roughly \$50K and the sculpture project is \$350K

**Elizabeth:** No, there is a promotional piece that is roughly \$80K to do advertising all over the area, on-line, print, radio, etc. The benefit to the City funding is the advertising piece and add in the Pop-Up gallery, if we have the opportunity to rent a bigger space that would be \$35K-\$40K for that. We would have three different installations for Sculpture in the Park, in addition to the possibility of putting something in the water. We will be competing with some of the larger cities of America and we are one of the smallest.

**Ald. Lewis:** I'm in line with Ald. Martin's thinking of a smaller dollar amount that I would be in support of for the City of St. Charles.

**Elizabeth:** Whatever the City of St. Charles chooses to do, you need to think about that expenditure is for advertisement of the City. That is what public art installation is. It doesn't stay here. When we get to the point that we are actually talking money, we would be delighted with whatever participation the City is willing to make financially.

**Ald. Lewis:** If we make the cut and we have to commit to hard dollars and we commit to \$10K-\$15K and you're not able to raise the rest of the amount of funding – then what happens? Would the City be expected to come up with the rest of the money?

**Elizabeth:** We'll do everything in our power to make this happen.



**Ald. Bessner:** Going back to the Park District, it was stated that maybe there was some interest there; maybe not a firm commitment but a soft commitment?

**Mark:** The Park District Board said they would be willing to co-apply with the City of St. Charles. They still have to go through the Sculpture in the Park committee and the Park Foundation Board, but they have entertained this with the Park Board.

**Ald. Bessner:** Is it comfortable, not to assume, but to expect that if the City of St. Charles was capped at \$50K, would the Park District match that?

**Mark:** I don't think its fair to assume that. They did not talk about funding.

**Ald. Bessner:** So when they said partner, it's not necessarily equal partner or only to a certain amount?

**Mark:** They would be a partner, that's all we know at this point.

**Elizabeth:** We did not talk money with the Park District. We were looking for them to be a part of this or not as opposed to do you want to be a part of this and how big of a check would they be willing to write.

**Ald. Bessner:** Mark, do you know if it's out of the realm for the Park District to donate that kind of money?

**Mark:** I don't know and I think the representation that Elizabeth has made tonight is correct. I bring it to your attention because I don't want anyone to be surprised.

**Ald. Bessner:** I'm just trying to wrap my arms around the outside of any other organizations besides the City or Park District if they come up with \$10K, \$15K, \$20K, I'm just trying to see where that numbers might fall if it came down to the City.

**Mark:** We don't know at this point in time.

**Elizabeth:** I can't talk amounts but I know there is some discretionary funding for this kind of thing because that's part of the conversation that Holly and I had. How much of that we could get, I don't know. We haven't had a numbers conversation.

**Ald. Bessner:** Is there a substantial cost for those bases?

*Elizabeth forward this question to Mr. Bellaver.*

**Mr. Bellaver:** In Mount St. Mary's Park, the Park District put them in, so they paid the regular employee to dig the holes, put in the footings and pad in; so the direct cost would be the concrete.

**Ald. Silkaitis:** Interesting project, but I don't like discussing something when I don't have a cost. I don't mind doing the application, but I'm leery about this discussion of how much this is going to be. I need a number before I vote yes on this. I'm okay with submitting the application but until I have a firm number, I'm not going to commit further, plus the money is not in the budget and we've discussed this before. I may have trouble convincing my constituents that this is a good thing when there are other things they may think are more important.

**Elizabeth:** The budget I'm looking at tonight is \$354K and that's specific in terms of what is being done and costs. There are probably elements that I have not thought of to include, such as in-kind costs. By the time we get to the next step, if we do get that opportunity, I'll have a complete budget cost because it will be required for the second round.

**Ald. Silkaitis:** My concern right now is how much is the City's participation going to be?

**Elizabeth:** At the top end its \$100K and bottom end is zero. If you don't want to give any money to this, we'll do the best we can and if we only raise \$50K, we won't do four public art installations – we'll only do two. By February, I'll have a line item budget and have numbers of what our partners are willing to spend. Your constituents need to understand that you are advertising St. Charles, spending a few hundred thousand dollars on advertising St. Charles and we are going to get cultural tourists and get anywhere from hundreds of thousands of dollars to millions of dollars back.

**Ald. Lemke:** What budget year would this fall into?

**Elizabeth:** It's an August/September timeframe for the installation and the additional Sculpture in the Park is a May time frame; so Mark indicated that you may be looking at two different fiscal years.

**Mark:** We are looking at some money in FY15/16 and some in FY16/17 – it would be a split proposal.

**Ald. Payleitner:** I look at Riverfest being an advertisement for the City, somewhat similar. Ed do you know what that cost is?

**Ald. Bessner:** It's a sponsorship level of \$30K for the last couple of years.

**Chrmn. Turner:** It's safe to say that this City has always supported the arts and every year the Council has funded the Cultural Commission. We have to look first at is the Committee comfortable with them going through the application process?

**All:** Yes.

**Chrmn. Turner:** Mark, go ahead with Mrs. Bellaver and go through the application process and then you'll come back with at least tentative figures of what you think we may need or what you think we should be partnering with. I think Ald. Martin's idea of partnering with the Park

District is not a bad idea. We could put a cap on that too, but we'll discuss this when you come back with the figures. The bottom line, worst case scenario, is \$100K which more than likely we will not do. My question is the soft costs of who is paying the installations, etc. which is another issue down the line. Go through with the application and bring it back. At that time it would also be good for you to give a report on your efforts of fundraising so we know where this is going. If it's positive, the committee may be more positive to get behind you, but we don't want to be sitting out there on a limb all by ourselves.

**Elizabeth:** Also, please understand that this does not come from the Arts Council. When this is submitted to Bloomberg, it will be submitted by the City and the Park District has agreed to partner with this. This is not from us. This is a challenge that is going out to 1,393 communities across the country to do public art installation. This is about this City, not about the Arts Council. Mayor Bloomberg has extended this invitation to cities across this nation.

**Chrmn. Turner:** It is an advertisement for the City, especially if something went in the river. That would really draw people here, but this has to be figured out down the line at this point.

**Ald. Lewis:** When did you find out about this challenge?

**Elizabeth:** Only just first of November and I've been talking to people about this. I will get our proposal put together and get it submitted.

**6. Executive Session - None**

- Personnel
- Pending Litigation
- Probable or Imminent Litigation
- Property Acquisition
- Collective Bargaining
- Review of Minutes of Executive Sessions

**7. Additional Items from Mayor, Council, Staff or Citizens.**

None.

**8. Adjournment**

Motion by Ald. Stellato, second by Silkaitis to adjourn meeting at 8:52 p.m.

**Voice Vote:** Unanimous; Nays: None. Chrmn. Turner did not vote as Chairman. **Motion carried.**