



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Presentation of Budget and Recommendation to approve funding for the Downtown St. Charles Partnership (DSCP) in the amount of \$218,500 for Fiscal Year 2015-2016
Presenter:	Chris Minick, Finance Director

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations (07/06/2015)		Government Services
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$218,500 (Represents 10% reduction in Funding).	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Each year the City allocates funding from Special Service Area 1B to support the activities of the Downtown St. Charles Partnership (DSCP). Representatives of the DSCP will make a brief presentation on their activities and financial status.

Special Service Area 1B was initiated to provide funding for downtown revitalization initiatives, projects, and programs. The activities of the DSCP are consistent with the activities outlined in the ordinance establishing SSA 1B.

The level of funding requested is budgeted and represents a decrease of 10% from the anticipated FY 15-16 funding level per recent City Council direction that funding of outside organizations be reduced by 10% for Fiscal Year 2015-2016.

Attachments: *(please list)*

- 2015-2016 Summary of Work – Goals and Objectives
- DSCP Budget 2015-2016
- DSCP Proposed Service Agreement for FY 2015-2016

Recommendation / Suggested Action *(briefly explain):*

Presentation of budget and recommendation to approve funding for the Downtown St Charles Partnership in the amount of \$218,500 for Fiscal Year 2015-2016.

<i>For office use only:</i>	<i>Agenda Item Number: 5a</i>
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Fiscal Year 2015-2016 Summary of Work Goals and Objectives

The goal of the Downtown St. Charles Partnership is to provide quality programs and services that benefit our constituents: the City of St. Charles, downtown property and business owners, residents and local visitors. To be successful, we must understand what is most valuable to each of these groups. The branding exercise that was recently conducted provided valuable insight into not only what our downtown offers in the marketplace, but also what our constituents want and value about downtown St. Charles.

We have used this information to fine-tune our focus so that, in the coming year, we build on our past success and provide deliverables that offer the greatest impact with our available resources. In addition to continuous improvement, we value cooperation, so our goals are designed to complement and support the efforts of the city's Economic Development team, as well as other community partners, creating synergy through our combined efforts.

Our body of work is organized around the areas of Marketing and Promotions; Business Development and Education; Organizational Development; and Events.

Marketing & Promotions

Goal: Continue rollout of "Discover Your City Side" brand to create and reinforce awareness among our target market

Services:

- Continue collaboration with the city's Economic Development Department to ensure consistency in brand messaging and deliverables
- Integrate new brand messaging and visuals in all aspects of DSCP marketing initiatives
- Integrate brand messaging and visuals in all DSCP event materials
- Work with downtown businesses to educate on, and assist with, brand integration for the business community as a whole, as well as for individual businesses

Goal: Deliver advertising and marketing programs that highlight the new brand and encourage consumers to explore their City Side in downtown St. Charles, providing additional exposure for our business community to their target market

Services:

- Partner with Economic Development on an advertising campaign aimed at increasing economic activity in downtown St. Charles during the holiday season
- Integrate the new brand into our e-newsletter, *What's Up Downtown*, to reinforce the brand visually and through content
- Integrate the brand into our social media outlets, and increase exposure for downtown through increased engagement on these networks
- Update both sides of the parking kiosks with current business information and brand integration

Goal: Increase foot traffic downtown through promotional programs

Services:

- Organize Art Around the Corner, running Memorial Day weekend through the end of June 2015
- Organize the third year of STC Live, increasing the footprint of the program and incorporating themed nights for additional targeted business exposure
- Continue marketing efforts for the Chair-ity promotion, concluding Labor Day weekend 2015
- Organize the fourth annual Jazz Weekend in September 2015
- Integrate the new brand into all marketing and advertising for the above

Goal: Improve the image of downtown St. Charles through regular, positive communications about business openings, milestones, improvements; downtown promotions and activities; and other positive, newsworthy information.

Services:

- Distribute regular press releases to local media about local business openings, milestones, and accomplishments
- Provide press releases and story ideas to the media which highlight the strengths of downtown St. Charles in the marketplace
- Deliver regular press releases regarding downtown events and promotions

Business Development & Education

Goal: Continue to engage in regular communication with DSCP constituents to educate them about available DSCP programs and services and obtain feedback about their current needs

Services:

- Conduct regular business retention visits, partnering with the Economic Development Department, where practical
- Meet with new downtown business owners to engage them in downtown programs, services and activities
- Distribute the Business Newsletter every other week, providing information on marketing opportunities and support services, and links to relevant educational information

Goal: Provide outlets for business education, support and collaboration

Services:

- Organize regular Business Exchanges, providing opportunities for education and engagement among our constituents, modifying the format to allow for increased attendance and collaboration
- Continue the *Retail Minded* Partner Program, delivering eight electronic magazines with content targeted to independent business owners
- Roll out a mentoring program, providing easy access to information across a variety of professional subject matters

Goal: Support the city and property owners' efforts to attract new businesses downtown.

Services:

- Update window panels for vacant storefronts to integrate the City Side brand
- Administer the Storefront Improvement Grant program, modifying the maximum dollar match to allow for an increased number of recipients
- Coordinate outreach to commercial brokers in order to drive an awareness and understanding of our brand messaging for downtown St. Charles, as well as available DSCP business support services
- Meet with prospective business owners, when appropriate, to share information on support services available through the Downtown St. Charles Partnership.

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Goal: Continue our organization's community relations efforts to further engage various segments of the St. Charles population with activities and events in downtown St. Charles.

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- Continue partnering with the high schools in order to further engage the community youth in DSCP programs and activities
- Continue volunteer recruitment efforts to provide the business community and residents further opportunities for involvement in activities which promote the enhancement of downtown
- Provide continued recognition for DSCP volunteers to show appreciation for their community service

Goal: Enhance the effectiveness of the organization through development of staff, as well as sponsorship and membership programs

Services:

- Assess DSCP membership program to ensure we are providing value added services and benefits which align with member goals
 - Continually assess sponsorship opportunities to ensure we are providing valued benefits to sponsors; cultivate mutually beneficial relationships with sponsors; and continue to self-fund events for the benefit of downtown St. Charles
 - Provide professional development of staff through mentoring and experiential training
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Events

Goal: Facilitate the Event Review process for new events proposed for downtown

Services:

- Add information and questions to the application to ensure that the proposed event concept and execution supports the downtown brand
- Work with event organizers to better align the event with our brand, when necessary
- Provide prospective event organizers feedback on how to most effectively work with downtown businesses to ensure a mutually beneficial experience

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Services:

- Organize the Fine Art Show, Holiday Homecoming, and St. Patrick's Parade with funding from sponsorships and other related event fees
 - Provide business owners with ideas on how to best capitalize on foot traffic and increased exposure created by the events
 - Facilitate partnerships between sponsors and businesses, where appropriate
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	<u>Budget</u>
Ordinary Income/Expense	
Income	
4000.00 · Operations Income	
4000 · SSA-1B Revenues	216,000.00
4005 · Investor Dues	
4005.05 · Diamond Fox	2,800.00
4005.10 · Platinum Fox	1,200.00
4005.15 · Gold Fox	5,400.00
4005.20 · Silver Fox	4,200.00
4005.25 · Bronze Fox	10,050.00
4005.30 · Family	500.00
4005.35 · Non- Profit	0.00
4005.40 · Investor Dues-Other	
Total 4005 · Investor Dues	<u>24,150.00</u>
4000.00 · Operations Income - Other	0.00
Total 4000.00 · Operations Income	<u>240,150.00</u>
4100.00 · Committee Income	
4110 · Branding	25,000.00
4115 · Chair-ity Auction	3,500.00
4120 · City Advertising Reimbursement	7,000.00
4130 · Sales	2,200.00
4140 · Sponsorship-Other	1,000.00
4150 · STC Live	3,700.00
Total 4100.00 · Committee Income	<u>42,400.00</u>
Total Income	<u>282,550.00</u>
Gross Profit	<u>282,550.00</u>
Expense	
5000 · Operations Expense	
5005 · Accounting Services	9,400.00
5010 · Annual Meeting Expense	500.00
5015 · Annual Report	250.00
5020 · Bank Service Charges	500.00
5024 · Depreciation Expense	0.00
5025.00 · Dues, Memberships	
5025.05 · Kiwanis	500.00
5025.10 · Rotary	800.00
5025.15 · STC Chamber	100.00
Total 5025.00 · Dues, Memberships	<u>1,400.00</u>
5030 · Equipment Leasing & Rental	2,050.00
5040 · Insurance & Bonding	
5040.10 · General Liability	5,513.00
5040.20 · Workers Compensation Insurance	845.00
5040.30 · Auto Insurance	195.00
5040.40 · D&O	1,586.00

	<u>Budget</u>
5040.50 · Event Riders	350.00
Total 5040 · Insurance & Bonding	8,489.00
5045 · Magazine, Newspapers, etc	275.00
5050 · Office Supplies	2,000.00
5055 · Program Participation Fees	1,200.00
5060 · Personnel	
5060.10 · Salaries and Payroll Expense	193,500.00
5060.20 · Contractor/IT	6,440.00
5060.25 · Payroll Processing Fees	1,500.00
5060.30 · Payroll Tax Expense	2,200.00
Total 5060 · Personnel	203,640.00
5065 · Postage	750.00
5075 · Professional Developmt/Travel	1,200.00
5080 · Repairs & Maintenance	500.00
5085 · Software/Technology Fees	2,250.00
5000 · Operations Expense - Other	0.00
Total 5000 · Operations Expense	234,404.00
6000 · Committee Expenses	
6010 · Business Development/Education	
6010.10 · Retail Minded	2,000.00
6010.20 · Signage/Awning Program	5,000.00
6010.30 · Workshops & Training (Bus. Exc)	1,500.00
Total 6010 · Business Development/Education	8,500.00
6020 · Marketing & Promotion	
6020.10 · Advertising	18,500.00
6020.20 · Bike Map	1,800.00
6020.30 · Branding	8,750.00
6020.33 · Bridge Flower Program	3,600.00
6020.35 · Chair-ity	3,500.00
6020.40 · Directories	0.00
6020.50 · Kiosks	2,000.00
6020.60 · Photography	500.00
6020.70 · STC Live	3,600.00
Total 6020 · Marketing & Promotion	42,250.00
6030 · Organization	
6030.10 · Stakeholders Engagement	2,900.00
6030.20 · Volunteer Appreciation	2,000.00
Total 6030 · Organization	4,900.00
6040 · Public Art	
6040.10 · Art Around the Corner	1,200.00
Total 6040 · Public Art	1,200.00
Total 6000 · Committee Expenses	56,850.00
Total Expense	291,254.00
Net Ordinary Income	(8,704.00)

	<u>Budget</u>
Other Income/Expense	
Other Income	
7000 · Event Income	
7010 · Booth Fees	36,000.00
7020 · Business Entry	5,375.00
7030 · Event Sponsorship	62,750.00
7040 · Jury Fees	4,700.00
7050 · Political Entry Fees	1,250.00
Total 7000 · Event Income	<u>110,075.00</u>
8010 · Interest Revenues	
Total Other Income	<u>110,075.00</u>
Other Expense	
7500 · Event Expenses	
7505 · Advertising	23,700.00
7510 · Artist's Awards	6,200.00
7515 · Artist's Lunches	3,500.00
7520 · Banners	2,600.00
7525 · City Services	12,200.00
7530 · Float Awards	100.00
7535 · Judges	600.00
7540 · Logistics	4,365.00
7545 · Marketing	6,450.00
7550 · Miscellaneous	500.00
7555 · Music/Entertainment	3,400.00
7560 · Outside Services	3,000.00
7565 · Paid Elements	18,450.00
7570 · Purchase Award Program	1,500.00
7575 · Repairs & Maintenance	250.00
7580 · Security	1,000.00
7585 · Tents	5,450.00
7595 · Volunteer Expenses	1,300.00
7600 · Video/Photography	3,150.00
Total 7500 · Event Expenses	<u>97,715.00</u>
Total Other Expense	<u>97,715.00</u>
Net Other Income	<u>12,360.00</u>
Net Income	<u><u>3,656.00</u></u>

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the "City"), and The Downtown St. Charles Partnership, Inc., an Illinois not-for-profit corporation (the "Partnership"; the City and the Partnership each known individually as a "Party" and collectively as the "Parties");

WITNESSETH

WHEREAS, the City is desirous of preserving and revitalizing its central business district through planning, development and redevelopment activities; and,

WHEREAS, pursuant to Ordinance No. 1993-M-63 (the "SSA Ordinance"), the City established Special Service Area No. 1B (Downtown Revitalization) ("SSA1B") to fund certain services specified therein, relating to economic development and promotional activities in the downtown area; and

WHEREAS, a map showing the current boundaries of SSA1B is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the SSA Ordinance provides for a maximum tax of 0.9% (\$0.90 per \$100) of the equalized assessed value of taxable property within the boundaries of SSA1B; and

WHEREAS, the City is a home rule unit as provided in the 1970 Illinois Constitution (Article VII, Section 6), and this Agreement is an exercise of its powers and performance of its functions pertaining to its government and affairs; and

WHEREAS, pursuant to the intergovernmental cooperation provisions of the Constitution of the State of Illinois (Article VII, Section 10), the City is authorized to contract or otherwise associate with individuals in any manner not prohibited by law or by ordinance; and

WHEREAS, the Partnership is interested in fostering the advancement of civic pride in the history and benefits of downtown St. Charles and is willing and able to provide the services authorized by the SSA Ordinance and desired by the City, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

Section 1. Services. The Partnership shall provide the services described in Exhibit “B” attached hereto and incorporated herein, and such other services as are requested by the City and authorized by the SSA Ordinance. Such services shall be provided within the boundaries of SSA1B, as such boundaries may be modified from time to time.

Section 2. SSA Tax. In consideration of the foregoing services provided by the Partnership, the City agrees to pay to the Partnership \$218,500, during the term of this Agreement. One payment of \$72,833.33 shall be made on or about August 1, 2015. The remaining eight (8) payments of \$18,208.33 shall be made on a monthly basis starting September 1, 2015.

Section 3. Indemnification. To the fullest extent permitted by law, the Partnership hereby agrees to defend, indemnify and hold harmless the City against all loss, damages, claims, suits, liabilities, judgments, costs and expenses which may in anyway accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Partnership, its officials, agents and employees, except that arising out of the sole legal cause of the City, its officials, agents or employees, and the Partnership shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses

arising therefor or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Partnership shall, at its own expense, satisfy and discharge the same.

Section 4. Mutual Cooperation. The Parties shall utilize their best efforts to share and communicate relevant information in a timely and effective/efficient manner, and work together to accomplish their common and mutual goals. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement.

Section 5. Performance Measures. In furtherance of the common goals and mission of the City and the Partnership, the performance measures attached hereto and incorporated herein as Exhibit "B" shall be utilized by the Partnership and by the City in assessing the quality of the Partnership's performance under this Agreement. The Partnership shall report on the status of each of the measures in a presentation to the corporate authorities of the City during the spring of 2016.

Section 6. Recordkeeping. The Partnership shall maintain records of all of its activities performed under this Agreement for a 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 six years thereafter. This Section shall survive termination of this Agreement.

Section 7. Monthly Financial Report. The Partnership shall provide City with a monthly financial report including a profit and loss statement, along with an annual balance sheet. The current profit and loss statement, along with a summary of activities undertaken

regarding the Partnership's services hereunder, shall be provided to the City within thirty (30) days after the end of the month for which the statement is prepared.

Section 8. Compliance with City's Policy. In addition to the requirements set forth in this Agreement, the Partnership shall comply with the provisions of the City's Policy Regarding Funding for External Agencies, as such policy is in effect from time to time.

Section 9. Return of Unused Funds. Upon termination of this Agreement, any funds paid to the Partnership hereunder and not used or otherwise subject to pending contract requirements of the Partnership shall be returned to the City.

Section 10. Relationship of the Parties. Nothing contained in this Agreement nor any act of the City or the Partnership shall be deemed or construed by any of the Parties, to create any relationship of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Partnership. The Partnership shall not enter into any relationship, contractual or otherwise, which will subject the City to any liability and shall have no authority to bind the City in any matter.

Section 11. No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to incur or discharge the obligation or liability of any third person to any Party, nor shall any provision give any third person any right of subrogation or action over or against any Party to this Agreement.

Section 12. Amendment. This Agreement may be amended by mutual consent. Any such amendment shall be effective only if evidenced by a written instrument executed by the Parties.

Section 13. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. The City at:

City of St. Charles
2 East Main Street
St. Charles, IL 60174
Attention: City Administrator

B. The Partnership at:

Downtown St. Charles Partnership
2 E. Main Street
St. Charles, IL 60174
Attn: Lynne Schwartz, Executive Director

C. To such other person or place which either Party hereto, by its prior written notice, shall designate for notice to it from the other Party hereto.

Section 14. Integration. This Agreement together with all Exhibits and attachments thereto, constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

Section 15. Assignment. Neither of the Parties may assign its rights and privileges or its duties and obligations under this Agreement without the written consent of the other Party. This Agreement shall inure to the benefit of each Party and their respective successors and assigns.

Section 16. Governing Law. This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois.

Section 17. Remedies for Default. In addition to all other remedies that may be available under law, in the event of a default by either Party under this Agreement, the other Party may elect to terminate the Agreement by serving ten-day written notice upon the other Party.

Section 18. Non-Waiver. Any failure or delay by any Party in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights hereunder shall not operate as a waiver of any such rights or to deprive it of or limit such rights in any way. No waiver in fact made by a Party with respect to any specific default by the other Party shall be considered or treated as a waiver of the rights of the waiving Party with respect to any other defaults by the defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

Section 19. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

Section 20. Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be held to be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

Section 21. Term of Agreement. Unless sooner terminated by agreement of the Parties or otherwise pursuant to the provisions of this Agreement, this Agreement shall be effective upon the execution by both Parties thereto and shall continue in effect through April 30, 2016.

Section 22. Counterparts. This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated Agreement.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ___ day of _____, 2014.

CITY OF ST. CHARLES

By: _____
City Administrator

ATTEST:

City Clerk

THE DOWNTOWN ST. CHARLES
PARTNERSHIP, INC.

By: _____

ATTEST:

EXHIBIT “B”

**Fiscal Year 2015-2016
Summary of Work
Goals and Objectives**

The goal of the Downtown St. Charles Partnership is to provide quality programs and services that benefit our constituents: the City of St. Charles, downtown property and business owners, residents and local visitors. To be successful, we must understand what is most valuable to each of these groups. The branding exercise that was recently conducted provided valuable insight into not only what our downtown offers in the marketplace, but also what our constituents want and value about downtown St. Charles.

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