	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>	
	Title:	Recommendation to Approve a Resolution Authorizing an Amendment for the City Administrator to Execute a Third One-Year Renewal Period and Approving a One-Year Renewal (May 1, 2015 – April 30, 2016) of the License Agreement By and Between the City of St. Charles and the Downtown St. Charles Partnership
	Presenter:	Chris Minick, Finance Director

*Please check appropriate box:*

X	Government Operations (07/06/15)		Government Services
	Planning & Development		City Council

Estimated Cost:	N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

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**Executive Summary:**

On August 6, 2012, the City Council approved a license agreement authorizing the Downtown St. Charles Partnership to utilize office space at City Hall. That license agreement was for a one-year term and allowed for up to two (2) 1-year renewal periods. The renewal periods were exercised and they expired April 30, 2015.

The Downtown St. Charles Partnership has requested to remain in the space at City Hall under the same terms as the previous License Agreement. Staff has prepared a resolution authorizing Exhibit C to that agreement that amends the agreement and provides for a third one-year extension to expire on April 30, 2016.

Staff has no objections to the renewal and requests City Council authorization of the resolution authorizing the City Administrator to Execute Exhibit C to the Agreement.

**Attachments:** *(please list)*

- Renewal Request from DSCP
- Resolution
- Original License Agreement dated August 6, 2012

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve a Resolution Authorizing an Amendment for the City Administrator to Execute a Third One-Year Renewal Period and Approving a One-Year Renewal (May 1, 2015 – April 30, 2016) of the License Agreement By and Between the City of St. Charles and the Downtown St. Charles Partnership.

<i>For office use only</i>	<i>Agenda Item Number: 5b</i>
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June 16, 2015

Mark Koenen  
City of St. Charles  
2 E. Main Street  
St. Charles, IL 60174

Dear Mark,

On behalf of the Downtown St. Charles Partnership, I am respectfully submitting a request to renew our lease agreement for office space in the St. Charles municipal building. Our current lease expired on April 30, 2015.

Thank you for your consideration.

Sincerely,



Lynne Schwartz  
Executive Director  
Downtown St. Charles Partnership

cc: Chris Woelffer  
Chris Minick

**City of St. Charles, Illinois  
Resolution No. 2015- \_\_\_\_\_**

**Resolution Authorizing an Amendment for the City Administrator to  
Execute a Third One-Year Renewal Period and Approving a One-Year  
Renewal (May 1, 2015 – April 30, 2016) of the License Agreement By  
and Between the City of St. Charles and the Downtown St. Charles  
Partnership**

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

WHEREAS, On August 6, 2012, the City Council approved a license agreement (“the Agreement”) by and between the Downtown St. Charles Partnership and the City of St. Charles; and

WHEREAS, the Agreement authorizes the Downtown St. Charles Partnership 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-year renewal periods; and

WHEREAS, the second renewal term of the agreement expired on April 30, 2015; and

WHEREAS, the Downtown St. Charles Partnership has submitted a letter requesting that the Agreement be extended for another year on the same terms and conditions previously authorized; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that: The City Administrator be hereby authorized to execute the Amendment to the original License Agreement dated August 6, 2012, in

substantially the form attached hereto and incorporated herein as Exhibit C, by and on behalf of the CITY OF ST CHARLES.

**Presented** to the City Council of the City of St. Charles, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2015.

**Passed** by the City Council of the City of St. Charles, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2015.

**Approved** by the Mayor of the City of St. Charles, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

Attest:

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

**Council Vote:**

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

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

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

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

**EXHIBIT C**

This Exhibit acknowledges that the City and the Downtown St Charles Partnership wish to amend the terms of the License Agreement (the Agreement) dated August 6, 2012 between the two parties for a third one year term to expire April 30, 2016. This amendment is brought about by the Downtown St Charles Partnership's June 16, 2015 request to extend the Agreement and the City of St Charles City Council's consent to extend the Agreement for one additional one-year term.

The City and the Downtown St Charles Partnership agree that Section 13. Term of the Agreement is hereby amended to allow for the addition of a third consecutive one-year renewal period. The City and the Downtown St Charles Partnership also acknowledge that the Agreement shall otherwise remain in full effect with the same terms and conditions outlined in the original Agreement dated August 6, 2012 except that its expiration shall now occur on April 30, 2016.

Agreed:

\_\_\_\_\_  
Lynne Schwartz, Executive Director  
Downtown St Charles Partnership this \_\_\_\_\_ day of July, 2015

\_\_\_\_\_  
Mark Koenen, City Administrator  
City of St Charles this \_\_\_\_\_ day of July, 2015

City of St. Charles, Illinois  
Resolution No. 2012-103

**A Resolution Authorizing the City Administrator of the City of  
St. Charles to Execute the License Agreement by and Between the  
City of St. Charles and Downtown St. Charles Partnership**

**Presented and Passed by the  
City Council on 06 August 2012**

BE IT RESOLVED by the CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE  
AND DUPAGE COUNTIES, ILLINOIS, that the CITY ADMINISTRATOR be hereby  
authorized to execute that License Agreement, in substantially the form attached hereto and  
incorporated herein as Exhibit "A", by and on behalf of the CITY OF ST. CHARLES.

**Presented** to the City Council of the City of St. Charles, Illinois this 6th day of  
August, 2012.

**Passed** by the City Council of the City of St. Charles, Illinois this 6th day of  
August 2012.

**Approved** by the Mayor of the City of St. Charles, Illinois this 6th day of  
August, 2012.



  
Mayor Donald P. DeWitte

Attest:

  
City Clerk

**Council Vote:**

Ayes: 10

Nays: 0

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

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

**LICENSE AGREEMENT**

THIS AGREEMENT, made and entered into this 6th day of August, 2012, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the "Licensor" or "City"), and the Downtown St. Charles Partnership, 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 the downtown area of the City with the goal of enhancing the economic, social, and cultural environment 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 April 30, 2013; 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:

Downtown St. Charles Partnership  
2 E. Main Street  
St. Charles, Illinois 60174  
Attn: Executive Director

B. Licensee at:

City of St. Charles  
2 E. Main Street  
St. Charles, Illinois 60174  
Attn: City Administrator

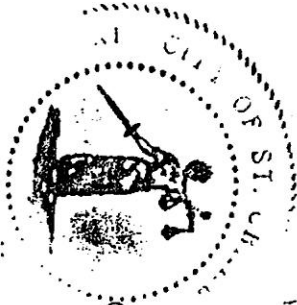
C. To such other person or place with either party hereto by its written notice shall designate for notice to it from the other party hereto.

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



ATTEST:

*Nancy Garrison*  
City Clerk

By: \_\_\_\_\_  
City Administrator

DOWNTOWN ST. CHARLES PARTNERSHIP

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

\_\_\_\_\_

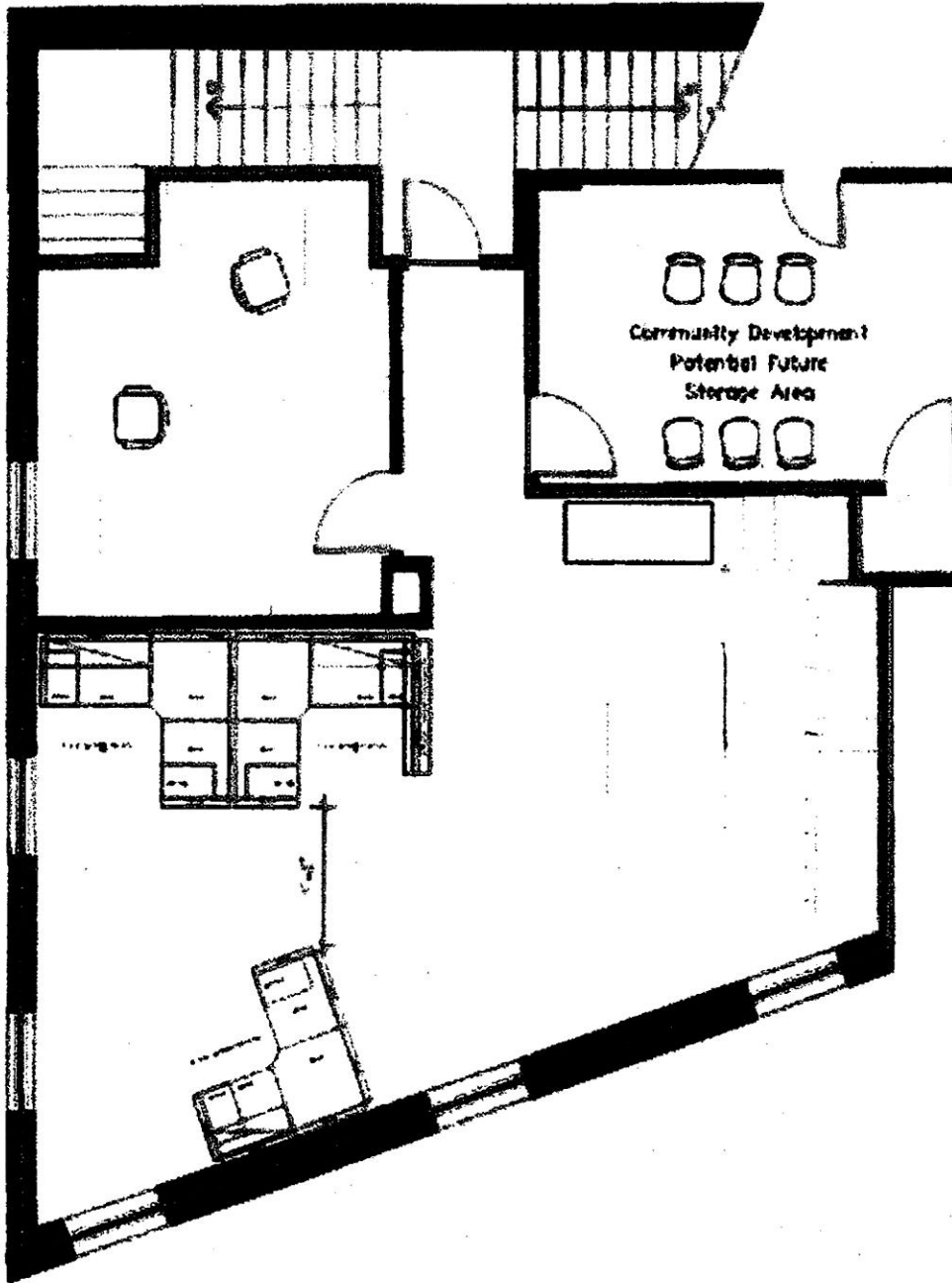
ATTEST:

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT "A"

DESCRIPTION OF OFFICE SPACE - OUTLINED IN RED



## EXHIBIT "B"

### DESCRIPTION OF OFFICE EQUIPMENT

#### **Two 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 Small Desk Set Includes:**

- 6' x 3' Single Countertop (including side panels) as shown on the plan.
- One (1) 3-drawer locking File Cabinet (under countertop). This includes 1 lower file drawer and 2 upper office equipment drawers.
- Two Overhead Shelves w/ locking doors, task light and pin board back. These sit on top of the counter.

#### **Other Office Includes:**

- One (1) 6' x 3' Single Desk
- One (1) 3-drawer locking File Cabinet (under countertop). This includes 1 lower file drawer and 2 upper office equipment drawers.
- One (1) 6' x 3' Single Desk (including side panels)
- Two Overhead Shelves w/ locking doors

## EXHIBIT C

This Exhibit acknowledges that the City and the Downtown St Charles Partnership wish to amend the terms of the License Agreement (the Agreement) dated August 6, 2012 between the two parties for a third one year term to expire April 30, 2016. This amendment is brought about by the Downtown St Charles Partnership's June 16, 2015 request to extend the Agreement and the City of St Charles City Council's consent to extend the Agreement for one additional one-year term.

The City and the Downtown St Charles Partnership agree that Section 13. Term of the Agreement is hereby amended to allow for the addition of a third consecutive one-year renewal period. The City and the Downtown St Charles Partnership also acknowledge that the Agreement shall otherwise remain in full effect with the same terms and conditions outlined in the original Agreement dated August 6, 2012 except that its expiration shall now occur on April 30, 2016.

Agreed:

\_\_\_\_\_  
Lynne Schwartz, Executive Director  
Downtown St Charles Partnership this \_\_\_\_\_ day of July, 2015

\_\_\_\_\_  
Mark Koenen, City Administrator  
City of St Charles this \_\_\_\_\_ day of July, 2015