



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.b

Title: Recommendation of a Non-Exclusive License Agreement with the Camp Kane Heritage Foundation for the Maintenance, Promotion, Operation and Development of Camp Kane within Langum Park

Presenter: Peter Suhr

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

In October of 2015, the Camp Kane Foundation prepared and presented a Conceptual Site Plan for utilization of the Camp Kane Site within Langum Park. The plan was well received by the Planning & Development Committee at that time and remains similar today. The property is City owned and was designated a historic landmark in 2014 along with the Jones Law Office which is on the land. To utilize the property, the Camp Kane Heritage Foundation would need to enter into an agreement with the City.

On behalf of the Camp Kane Foundation, staff is recommending the approval of a Non-Exclusive License Agreement which identifies potential future projects for the Camp Kane site. Such improvements include, but are not limited to, an Underground Railroad Monument, General Farnsworth Monument, Garden Area with Fountain, Presentation/ Educational Pavilion, Civil War Monument, Farnsworth Mansion, Walking Paths and Parking Lot.

One of the first improvement projects the Camp Kane Foundation is considering is the revitalization of the area that surrounds the existing Camp Kane Monument. In concept, this plan would include an upgrade to the actual monument, new stone/ brick paver walkway paths, flag pole relocation with lighting improvements, and installation of a bench. Please see attached concept drawing which represents these ideas.

Kim Malay, representing the Camp Kane Foundation, will be at the meeting to explain the proposed plan, provide an anticipated schedule, seek feedback from the Committee and answer any questions you may have.

Attachments *(please list):*

*Non-Exclusive License Agreement *Camp Kane Monument Concept Plan

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Non-Exclusive License Agreement with the Camp Kane Heritage Foundation

NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2017, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the "Licensor"), and Camp Kane Heritage Foundation, an Illinois not-for-profit corporation (the "Licensee");

WITNESSETH

WHEREAS, the Licensor is the owner of the Camp Kane parcel 0934426001 located at 50 Devereaux Way, St. Charles, Illinois (the "Property"); and,

WHEREAS, the Licensee was organized for the purpose of educational, civic and other activities permitted to be exempt from taxation under Section 501(c) or 501(d) of the United States Internal Revenue Code; and,

WHEREAS, the Licensee, desire to restore, maintain and promote education of the history of Camp Kane and to preserve the historic value of the structures which are presently located at Camp Kane in Langum Park in St. Charles, Illinois including but not limited to the Jones Law Office and Historical Camp Kane Monument; and,

WHEREAS, the Licensee intends to maintain, operate, and promote the historical education regarding Camp Kane by continuing to develop the site by adding but not limited to an Underground Railroad Monument, General Farnsworth Monument, Garden Area with Fountain, Presentation/ Educational Pavilion, Civil War Monument, Farnsworth Mansion, Walking Paths and Parking Lot; and,

WHEREAS, the Licensor and the Licensee believe that the maintenance, continued development and the promotion of Camp Kane will enhance the tourism activities in the City of St. Charles; and,

WHEREAS, the Licensee intends to seek and secure funding, grants and support all activities regarding Camp Kane.

NOW, THEREFORE, in consideration of the foregoing recitals and of the terms and conditions hereinafter contained, 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. Licensors agrees to grant, and does hereby grant, to Licensee, a license to use that portion of the Property depicted on Exhibit "A", attached hereto and incorporated herein, (the "Licensed Area").

Section 3. Non-Exclusive Grant. The privilege granted herein is not exclusive and Licensors reserves the right at any time to grant other or similar privileges to use or occupy the Property and/or the License Area.

Section 4. Liens. Licensee, its agents, independent contractors and/or employees, shall not suffer or permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach or be against the Property or the License Area, or any portion thereof. The Licensee shall promptly pay all contractors, sub-contractors or material men providing work or materials for the Improvements and shall not suffer or permit the filing of any mechanics lien on behalf of said parties against the Licensors with respect to the Property or the License Area. Should any such lien be filed, the Licensee and Licensors shall have the right to contest same.

Section 5. Improvements and Maintenance. Any Improvements or Maintenance of the Licensed Area shall be performed by the Licensee upon prior consent by the Licensors. All

permanent maintenance, reconstruction or construction improvements that will require a building permit from the City of St. Charles (if applicable) and, be subject to review by the City St. Charles Historical Commission and approved by the St. Charles City Council before any work is commenced.

Section 6. Non-Structural Improvements. All non-permanent Improvements (interior and exterior) may be completed by the Licensee. Non-structural Improvements include and are not limited to landscaping, decorating, signage banners, holiday decorations and nonpermanent lighting. Any and all non-structure Improvements must be approved by the City staff prior to commencing.

Section 7. Access. Licensee shall have complete access to the site at all times and will be allowed to utilize the site for educational purposes in accordance with the City of St. Charles Municipal Code.

Section 8. 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 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 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. Waste. In the exercise of the privileges herein granted, Licensee will conduct all of its operations in a careful and proper manner, and will not commit any waste or damage to the Property or License Area or permit any nuisance upon or at the Property or the License Area.

Section 14. Term. This Agreement shall remain in effect until May 01, 2018. This License Agreement shall automatically be extended on the same terms and conditions set forth herein for successive periods of one (1) year unless either party provides written notice to the other of its

intention to terminate this License Agreement no less than ninety (90) days before the end of the then current term.

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, other than that caused by its own officers, agents and/or employees.

Licensee and its officers, contractors, agents and/or employees shall not be liable or responsible to Licensor for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, or for any damage or inconvenience which may arise from this Agreement, other than that caused by its own officers, contractors, agents and/or employees.

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 or 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:

City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174
Attn: Director of Public Works

B. Licensee at:

Camp Kane Heritage Foundation
526 South 16th Street
St. Charles, Illinois 60174

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

CAMP KANE HERITAGE FOUNDATION

By: _____

EXHIBIT "A"

① Existing Historical Law Building



NOTE:
JONES LAW OFFICE TO REMAIN IN CURRENT LOCATION

② Existing Historical Camp Kane Monument



NOTE:
MONUMENT TO BE RELOCATED

③ Underground Railroad Monument



④ General Farnsworth Monument



NOTE:
LOCATED IN CENTER OF CIRCLE
SIDEWALK LEADING TO MANSION

⑤ Existing Trees to Remain



⑥ Garden Area w/ Fountain



⑦ Water Feature



⑧ Pillars at Entrance



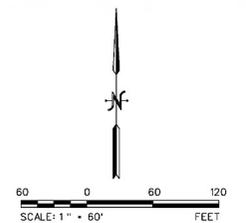
ADDITIONAL FEATURES:

HISTORY IN PLAIN SITE MARKERS
PLACARDS AND/OR MONUMENTS DETAILING VARIOUS HISTORICAL HIGHLIGHTS OF THE SITE

ENCAMPMENT AREA
CIVIL WAR REENACTMENT AREA

WATER FEATURES
PLACED STRATEGICALLY THROUGHOUT WALKING PATHS TO ENCOURAGE PEOPLE TO WALK THE SITE

SCULPTURES
ADDITIONAL SCULPTURES PLACED ALONG WALKING PATHS WITH SITE MARKERS AND WATER FEATURES
BENCHES, SIGNAGE AND LIGHTING WILL BE ADDED WHERE DEEMED APPROPRIATE.



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ENGINEERS AND SURVEYORS
Experienced Professionals - Better Solutions
Serving the Community Since 1999



**Camp
Kane**