 <p>ST. CHARLES SINCE 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Recommendation to Approve Non-Exclusive License Agreement with St. Charles Rowing Club for the Installation of a Floating Dock on the Fox River					
	Presenter:	Peter Suhr					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services 06.27.16			
	Planning & Development			City Council			
	Public Hearing						
Estimated Cost:	N/A	Budgeted:	YES		NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>The St. Charles Rowing Club (SCRC) is requesting the use of City property to install a removable, floating dock to access the Fox River solely for the purpose of launching competitive non-motorized rowing boats. Last month staff provided the Committee with specific details in regard to the SCRC's purpose, intention and specifics about their particular request. The May 2016 Government Services Committee requested that staff proceed with the request by preparing a License Agreement. In particular, the Committee had the following specific requests:</p> <ol style="list-style-type: none"> 1. Contact Village of Wayne to identify any previous discussions they may have had with SCRC. 2. SCRC to provide the proper amount of insurance liability and determine the effect it would have on the City's liability insurance. <p>Staff did contact the Village of Wayne and will have more detail to share at the Committee Meeting. Also, the agreement requires SCRC to have a total of \$2,000,000 liability coverage and to name the City as an additional insured which is consistent with the City's Certificate of Insurance Requirements. The SCRC has provided proof of insurance that match our requirements. Liability insurance costs for the City will not be increased significantly.</p>							
Attachments: <i>(please list)</i>							
* Non-Exclusive License Agreement							
Recommendation / Suggested Action <i>(briefly explain):</i>							
Recommendation to Approve Non-Exclusive License Agreement with St. Charles Rowing Club for the Installation of a Floating Dock on the Fox River.							
<i>For office use only:</i>		<i>Agenda Item Number: 5.a</i>					

NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of July, 2016, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the "Licensor"), and Saint Charles Rowing Club, an Illinois not-for-profit corporation (the "Licensee");

WITNESSETH

WHEREAS, the Licensor is the owner of property as identified as Parcel Number 0915251031 in St. Charles, Illinois (the "Property"); and,

WHEREAS, the Licensee is an organization dedicated to promoting the sport of competitive rowing by instilling discipline, teaching team work, attaining physical fitness, practicing good sportsmanship and cultivating excellence to teenagers between 14-18 years old, veterans and adults in the City of St. Charles;

WHEREAS, the Licensee is an organization that supports a re-integration program for the Wounded Warriors Program; and,

WHEREAS, the Licensee is an Illinois not-for-profit corporation and a member of US Rowing, recognized by the United States Olympic Committee as the national governing body for the sport of rowing in the United States, Kane County Forest Preserve, and veteran's programs including Wounded Warrior Program and Team Red, White & Blue. SCRC is Safeport certified; and,

WHEREAS, the Licensee utilizes the Fox River for training in order to accomplish its purpose; and,

WHEREAS, the Licensee is the owner of a floating dock approximately 8'(H) X 8'-0"(W) X 50'-0"(L) in size and, as depicted on Exhibit "A" attached hereto and incorporated

herein (the "Floating Dock"), which it desires to attach to the Fox River bank on the "Property"; and

WHEREAS, Licensors are desirous of granting a license to Licensee, and Licensee is desirous of being granted a license from Licensors, for Licensee to attach the Floating Dock on a designated portion of the Property, pursuant to the terms and conditions contained herein.

WHEREAS, Licensors and Licensee believe that the use of the Floating Dock on Licensors' property will enhance tourism and promote the use of the Fox River by members of the public.

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.

Section 2. Grant. Licensors agree to grant, and does hereby grant, to Licensee, a license to use those portions of the Property depicted on Exhibit "B", attached hereto and incorporated herein, for the attachment and access of the Floating Dock (the "License Area"). The license for Floating Dock shall include all associated connection hardware and components required for the installation, support and stabilization of the dock.

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 to 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 mechanic's lien on behalf of said parties against the Licensor with respect to the Property or the License Area. Should any such lien be filed, the Licensor shall have the right to contest same.

Section 5. Connection of Floating Dock. The Floating Dock shall be installed in the locations depicted on Exhibit "B". The Licensee shall be responsible for transporting the Floating Dock to the Property. The Licensee shall be solely responsible for the installation, maintenance and repair of the Floating Dock. Licensee shall install, maintain, and repair the Floating Dock in good condition and in strict compliance with any applicable federal, state and local laws, ordinances, orders, regulations and administrative rulings.

Upon expiration or other termination of this Agreement, Licensee shall remove the Floating Dock from the License Area and restore the License Area to the condition that it was in at the time of installation.

Section 6. Representations and Warranties Regarding Copyright. Licensee warrants that it has all right, title and ownership interest in the Floating Dock, and that the Floating Dock is not subject to any ownership, lien, encumbrance, copyright infringement or other claim by any other person or entity. Licensee agrees that it shall not take any action to limit or affect this warranty during the term of this Agreement unless it obtains the advance written agreement of the Licensor.

Section 7. Illinois Department of Natural Resources. Licensee shall provide to the City a permit from the Illinois Department of Natural Resources or, in the event that a License is not

required, a letter from the Illinois Department of Natural Resources indicating that no permit is required.

Section 8. Access. Licensee, its officers, agents and employees, shall at all times have the right of access to the License Area.

Section 9. Assignment. Licensee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of Licensors.

Section 10. Insurance/Waiver of Liability. It shall be Licensee's responsibility to maintain insurance on the Floating Dock. Licensee acknowledges and agrees that the Licensors shall not be liable for any loss, theft of or damage to the Floating Dock and/or the related materials associated with the Auto Floating Dock. LICENSEE HEREBY RELEASES THE LICENSORS, ITS OFFICERS, CONTRACTORS, AGENTS AND/OR EMPLOYEES, FROM, AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, LICENSEE MAY HAVE WITH REGARD TO LOST, STOLEN AND/OR DAMAGED FLOATING DOCK AND/OR RELATED MATERIALS ASSOCIATED WITH THE FLOATING DOCK.

This Section shall survive termination of this Agreement.

Section 11. Licensee shall comply with the City's insurance requirements in accordance with the terms and conditions set forth in Exhibit C attached hereto and made a part hereof. Licensee shall provide a Certificate of Insurance to the city at the time of the execution of this Agreement.

Section 12. Hold Harmless and Indemnification. Licensee hereby indemnifies, releases and holds Licensors harmless, and agrees to defend Licensors, its agents or assigns, 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, its agents or assigns, in defense of any claims or actions brought by third parties against Licensor as a result of the privileges granted to Licensee herein.

This Section shall survive termination of this Agreement.

Section 13. 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 14. 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 15. 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 16. 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 17. Term/Termination. This Agreement shall remain in effect until January 1, 2018; provided, however, that this Agreement shall automatically renew for successive one (1) year periods unless one of the parties hereto provides a written notice of termination to the other party not less than sixty (60) days prior to the expiration of the then-current term. If the Licensee breaches any of the provisions of this Agreement, the Licensors may declare this Agreement terminated upon thirty (30) days written notice to the Licensee. In addition, either party may, for any reason and in its sole discretion, declare this Agreement terminated upon ninety (90) days written notice to the other party.

Section 18. Damage and Destruction. Licensors 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.

Licensee and its officers, contractors, agents and/or employees shall not be liable or responsible to Licensors 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 19. 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 20. Effective Date. This Agreement shall become effective upon execution by both parties hereto.

Section 21. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 22. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. Licensors at:

Saint Charles Rowing Club, an Illinois not-for-profit organization
618 Timbers Court
St. Charles, Illinois 60174
Attn: President

B. Licensee at:

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

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 23. 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

Saint Charles Rowing Club

By: _____

ATTEST:

EXHIBIT "A"

DEPICTION OF FLOATING DOCK

1000 Series - Low Profile (LP)



SWIMMING, BOATING & FISHING

A lifetime of waterfront adventures awaits with the family friendly Connect-A-Dock floating dock system. Modular design and rugged construction allow a simple and reliable way to build boat docks, mooring docks, fishing docks, swim platforms and anything else you can imagine at home, in parks and at resorts.

Connect-A-Dock floating dock system will help you create many family memories of safe and enjoyable fun around the water.



Color:
Gray Oak
Dimensions:
90" x 120" x 10"
(225.6 cm x 304.8 cm x 25.4 cm)
Weight:
400 lbs (181.4 kg)
Maximum Floation:
2800 lbs (1270 kg)

Connect-A-Dock is engineered to be safe, with a slip resistant surface that resists both water and the sun's extreme heat. Everyone will appreciate the system's airtight, fail-free construction.

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712-243-2430

1000 Series - Low Profile (LP)

- Modular design
- 8" (20.32 cm) freeboard
- Easy to install
- Wood grain anti-slip surface
- UV protected
- Environmentally friendly
- Salt water safe



1000 Series is the logical choice for extending your waterfront enjoyment providing the ultimate versatility in configuration, simple installation and extreme durability. Designed for maintenance-free use as a floating boat dock and platform, the 1000 Series - LP is best suited for smaller bodies of water or areas that are protected from large waves.

The modular connection system allows you to configure, rearrange and expand your dock in an unlimited variety of shapes and sizes.

However You Connect It — Make It Your Own



Series
1000

Stable, completely versatile and extremely durable, the Connect-A-Dock system is easy to install and virtually maintenance-free. The modular float sections can be assembled into a variety of attractive configurations, then rearranged, season after season.

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connectadock.com



EXHIBIT "B"

DEPICTION OF LICENSED AREA

(Floating Dock is to be attached to City of St. Charles property identified as Parcel Number 0915251031, generally located at the bank of the Fox River as identified below by the red dot and will extend into the Fox River. Access to the Floating Dock shall remain on Parcel Number 0915251031 as identified below in yellow.)

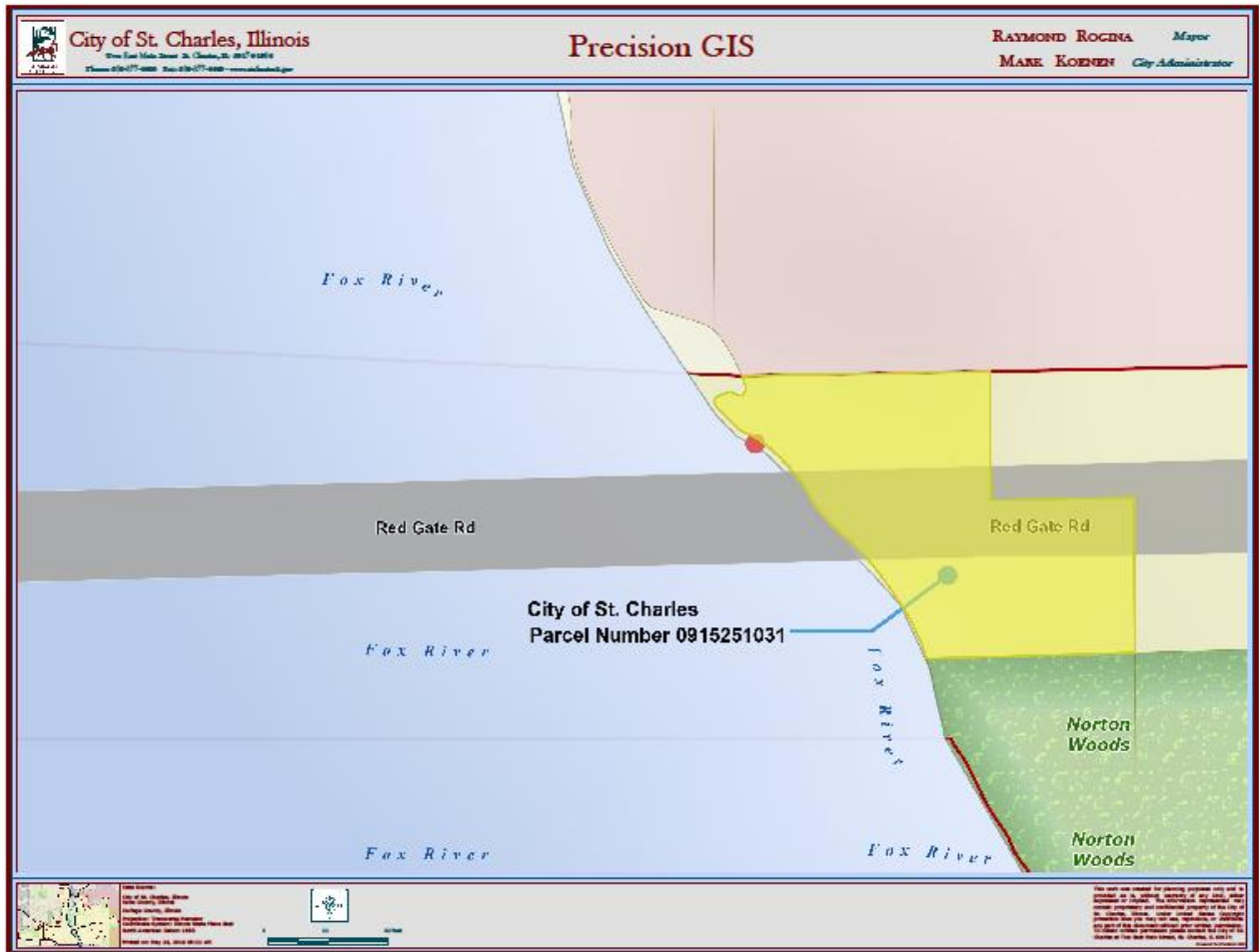
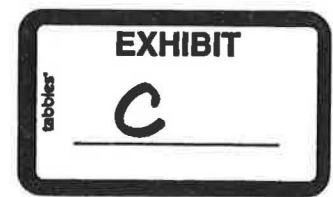


EXHIBIT “C”

CITY OF ST. CHARLES
CERTIFICATE OF INSURANCE REQUIREMENTS



City of St. Charles Certificate of Insurance Requirements

All Contractors, Manufacturers/Distributors, and Suppliers shall be required to carry and evidence insurance coverage with a standard Acord Certificate of Insurance with minimum limits applicable. Sample attached.

1. Minimum Insurance Requirements and Limits

	<i>Coverage</i>		<i>Limits</i>
A.	Automobile Liability	\$1,000,000	Combined single limit
B.	Commercial General Liability	\$1,000,000	Per occurrence
		\$2,000,000	General aggregate

All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendors' Liability coverage.

C.	Workers' Compensation (Employers' Liability)	\$500,000	Per accident
		\$500,000	Disease limit
		\$500,000	Each Disease
D.	Umbrella Liability	\$5,000,000	Limit

2. Cancellation or Alteration

The policies of insurance required by this exhibit shall provide that they cannot be cancelled or altered in any way changing coverage except after 30 days' prior written notice by certified mail to owner.

3. Workers' Compensation and General Liability Waiver of Subrogation in favor of the City.

4. Insurance Certificates

- A. Must be submitted ten (10) days prior to any work being performed to allow review of certificates.
- B. Certificates not meeting requirements must be revised and resubmitted within fifteen (15) days or the subcontractor will not be allowed on the jobsite.

5. Additional Insured and Broad Form Vendors' Liability in favor of the City.

The City must be named as an Additional Insured with the following wording appearing on the Certificate of Insurance: "The City of St. Charles and any official, trustee, director, officer, or employee of the City (plus any holder or mortgage as designated by the City) as to any and all projects, as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed and this coverage will be primary and noncontributory."

6. Minimum Insurance Carrier

All contractors, manufacturers/distributors, and suppliers' insurance carriers must comply with the minimum A.M Best rating of A-VI for all insurance carriers.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

Arthur J. Gallagher & Co.
The Gallagher Centre
Two Pierce Place
Itasca, IL 60143-3141

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**INSURED**

ABC Subcontractors
739 High Street
Small Town, IL 48970

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> BROAD FORM VENDORS				PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION AND				GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> COLLAPSE HAZARD				PRODUCTS - COMPIOP AGG	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NONOWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				EA ACCT	\$
					OTHER THAN AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	
					OTHER	
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of St. Charles and any official, trustee, director, officer, or employee of the City (plus any holder or mortgage as designated by the City) as to any and all projects, as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed and this coverage will be primary and noncontributory.

CERTIFICATE HOLDER**ADDITIONAL INSURED; INSURER LETTER:****CANCELLATION**

City of St. Charles
2 E. Main St.
St. Charles, IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE