



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve Bob Leonard Walkway License Agreement with River Corridor Foundation
Presenter:	Richard Gallas

Please check appropriate box:

	Government Operations	X	Government Services 02.27.12
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:		Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Recently, the River Corridor Foundation approached City staff with a proposal to develop a natural area along the walking path commonly referred to as the “Bob Leonard Walkway”.

Specifically, the area is on the westerly side of the river bank between Illinois St. and Indiana St. (For additional detailed information about the planting area, please see the attached agreement.) The River Corridor Foundation is proposing to furnish, install and maintain this area of planting for a period of 3 years as outlined in the attached agreement. In addition, the River Corridor Foundation has also agreed to provide additional maintenance, in partnership with a local civic group, to maintain the area for 3 additional years for a total of 6 years of maintenance for this area. At that time, the City would take ownership of the maintenance and seek civic group involvement at that time.

This proposal is cost neutral for the City for a minimum of 6 years. All standard license agreement terms and conditions apply and the City attorney has reviewed the attached agreement.

Attachments: *(please list)*

Bob Leonard Walkway License Agreement with River Corridor Foundation

Recommendation / Suggested Action *(briefly explain):*

Staff recommends approving the license agreement.

<i>For office use only:</i>	<i>Agenda Item Number: 6.d</i>
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City of St. Charles, Illinois
Resolution No. _____

**A Resolution Approving the Execution of a License Agreement with the
St. Charles River Corridor Foundation for development of a natural area
along the Bob Leonard Walkway**

**Presented & Passed by the
City Council on _____, 2012**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute a License Agreement with St. Charles River Corridor Foundation for development of a natural area along the Bob Leonard Walkway within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day
of _____, 2012

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day
of _____, 2012

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day
of _____, 2012

Donald P. DeWitte, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of this 27th day of February, 2012, by and among the City of St. Charles, an Illinois municipal corporation (the "City") and the River Corridor Foundation of St. Charles, Inc., an Illinois not-for-profit corporation (the "Licensee").

The following recitals of fact are a material part of this Agreement.

WHEREAS, the City holds a permanent easement over a tract of land commonly known as the Bob Leonard Walkway within the City, which tract (the "Easement Area") is legally described and depicted in the easement agreement attached hereto and incorporated herein as Exhibit "A" (the "Easement Agreement"); and

WHEREAS, said easement runs to the City and its successors, assigns and licensees and was granted for the purpose of the installation, operation, repair, maintenance, renewal and replacement of such improvements necessary to implement the River Corridor Master Plan, which is attached as an exhibit to the Easement Agreement; and

WHEREAS, the Licensee desires to install and maintain certain landscape improvements, consisting of plant materials only (the "Improvements"), within the Easement Area, as depicted upon the Landscape Plan (the "Landscape Plan") attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the City wishes to grant, and Licensee wishes to receive and accept, a non-exclusive license to utilize the Easement Area for the purpose of installing and maintaining the Improvements depicted upon the Landscape Plan upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants

and agreements of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Grant of License. The City hereby grants to Licensee a non-exclusive, irrevocable and perpetual license (subject, however, to the termination provisions set forth in Section 3 hereof) to utilize the Easement Area to install, repair, maintain and replace the Improvements indicated on the Landscape Plan. The Improvements to be installed, repaired, maintained and replaced shall conform to the Landscape Plan and to the River Corridor Master Plan and all costs associated with the installation, repair, maintenance or replacement of the Improvements shall be paid by the Licensee. In addition, the Licensee will provide all maintenance necessary to sustain proper growth of this area for a period of no less than three (3) years consistent with the plan attached hereto and incorporated herein Exhibit "C" (the "Landscape Maintenance Plan"), such work to be performed by Pizzo and Associates, Ltd ("Pizzo"). Upon completion of the Licensee's 3 year agreement with Pizzo, the Licensee will enter into an agreement with a local civic group, or qualified contractor, of its choosing to provide all necessary maintenance to satisfactorily maintain the Improvements for a period of no less than three (3) additional years.

It is the intent of the City and the Licensee that for so long as this Agreement remains in effect, the Licensee and/or its contractors shall be responsible for the satisfactory maintenance of the Improvements and that the City shall not have responsibility therefor.

Section 2. License Only. This Agreement creates a license only and the Licensee acknowledges that the Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this license or Licensee's use of the Area pursuant hereto.

Section 3. Termination of License. After the initial 6 years, either party may, in its sole and exclusive discretion, terminate this Agreement at any time and for any reason whatsoever. However, during the initial 6 years the City may terminate the agreement, when in the City's reasonable judgment the license has been breached.

Section 4. Easement Agreement. This Agreement is subject to all terms and conditions of the Easement Agreement, and the Licensee agrees to comply with such terms and conditions.

Section 5. Return of the Premises. In the event of the termination of the license granted by this Agreement, the Licensee shall, at the City's request, remove the improvements, if they have not been properly maintained in the reasonable judgment of the City, and any equipment placed in or upon the Easement Area, or so much of them as the City may designate. If the Licensee fails to promptly remove same, then the City may remove said Improvements or equipment and Licensee shall reimburse the City for the actual costs incurred by the City for any such removal.

Section 6. Construction of the Improvements. The Licensee shall cause all Improvements to be installed, repaired, maintained and replaced within the Easement Area in accordance with the Landscape Plan and River Corridor Master Plan and, further, in accordance with any and all applicable laws, ordinances, statutes, guidelines, rules, requirements and regulations. Prior to commencement of installation, Licensee shall have obtained all necessary permits and approvals required by the City or any other governmental agency or utility having jurisdiction over or an interest in the Easement Area.

Section 7. Non-Interference. The Improvements shall not in any way interfere with the right of the City, or any other party that has been granted an easement or license in the Easement Area, to excavate therein for repair, maintenance or installation of any public utilities or for any

other purpose, nor with the right of the City to otherwise maintain, repair, construct or reconstruct the Easement Area. Specifically, the City reserves the right to remove all or any portion of the Improvements when, in the City's sole discretion, such removal is required to promote or maintain public safety. The City shall not be required to maintain or replace any portion of the Improvements damaged by any such work or by any other maintenance or construction operation.

Section 8. Reservation of Rights by the City. The right to use the Easement Area pursuant to the Easement Agreement, and the right of ingress and egress over the Easement Area, is expressly reserved by the City, its successors, grantees, invitees and assigns. In addition, and not by limitation but by way of example, the City, reserves the right from time to time to grant additional licenses over, upon and under the Easement Area.

Section 9. No Transfer by Licensee. Licensee shall not transfer any of its rights hereunder without the prior written consent of the City. Any such assignment made without the prior written consent of the City shall be null and void and of no force or effect.

Section 10. Indemnity. Licensee agrees to, and does hereby, release, hold harmless and indemnify the City, and all of its elected and appointed officials, officers, boards, commissions, employees, agents, representative, engineers and attorneys, from any claims, lawsuits, judgments, demands, damages, liabilities, losses, executions, debts, fines, penalties, and expenses, including administrative expenses and attorneys' fees (collectively, the "Claims"), that may arise or be alleged to have arisen, out of or in connection with (a) the installation, repair, maintenance and replacement of the Improvements indicated on the Landscape Plan or otherwise within the Easement Area, and (b) any activities of the Licensee or its contractors or volunteers conducted in connection with the subject matter of this Agreement, including, but not limited to

any activities that violate any of the terms and conditions of the Easement Agreement.

The Licensee shall, and does hereby agree to, pay all expenses, including attorneys' fees, court costs, and administrative expenses, incurred by the City in defending itself with regard to any and all of the Claims mentioned in this Section.

Section 11. No Liens. Licensee shall not permit any lien to be filed against the Easement Area or any Improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed within the Easement Area at the direction or sufferance of Licensee.

Should any such lien be filed against the Easement Area or any Improvements therein or thereon, and said lien is not removed by the Licensee within thirty (30) days of written notice thereof from the City to the Licensee, the City shall have the right, but not the obligation, to cause such lien to be released and Licensee shall pay on demand all of the City's costs in connection therewith.

Section 12. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage pre-paid, as follows:

If to the City:

City of St. Charles
2 East Main Street
St. Charles, IL 60174
Attn: _____

If to Licensee:

River Corridor Foundation
214 S. First St., Ste A
St. Charles, IL 60174

Attn: President

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF ST. CHARLES,
an Illinois municipal corporation

By: _____
Mayor

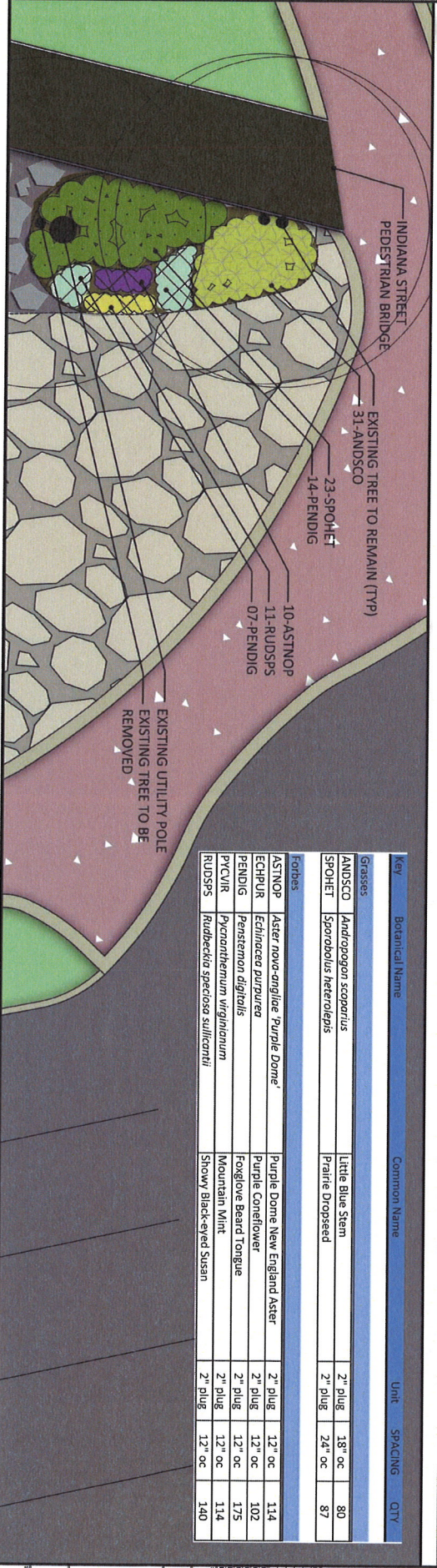
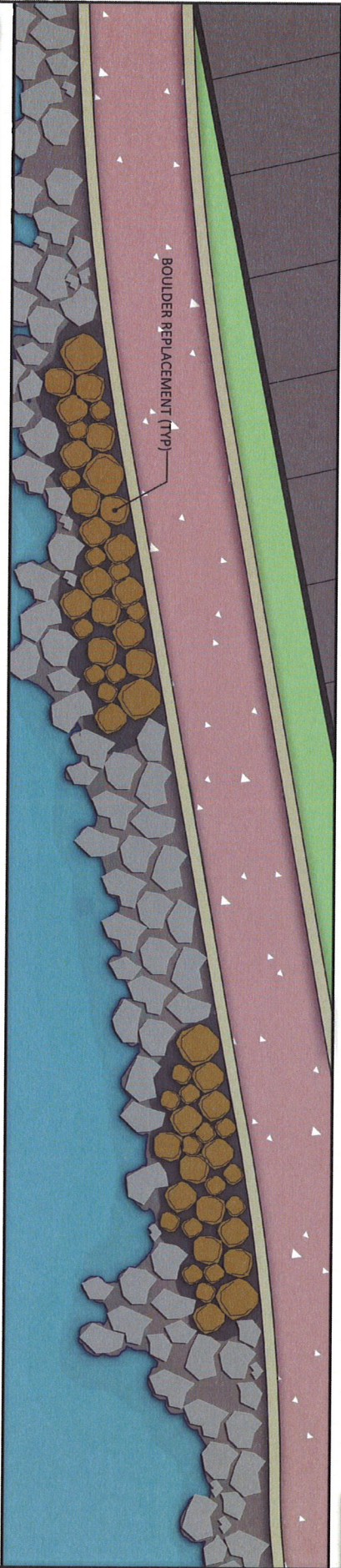
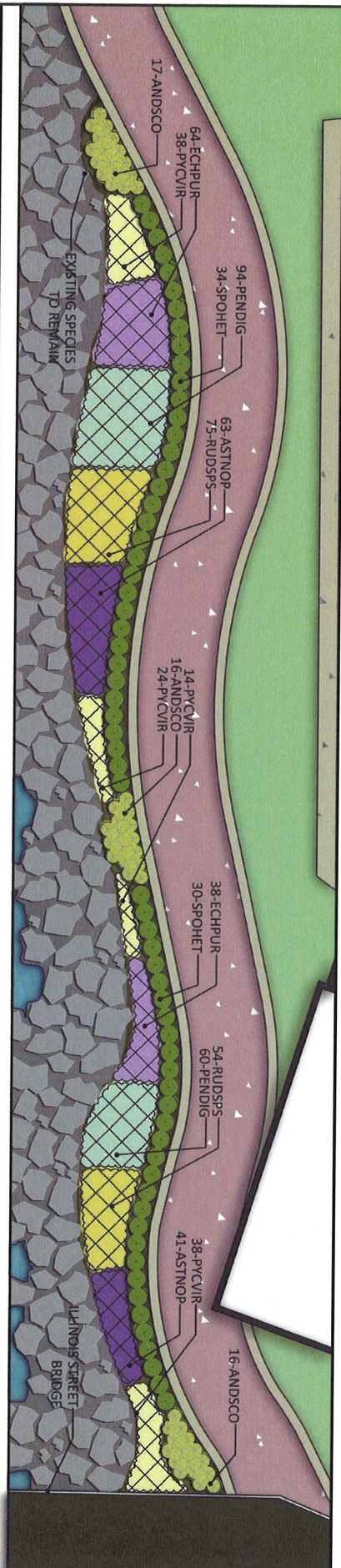
ATTEST:

By: _____
City Clerk

RIVER CORRIDOR FOUNDATION
OF ST. CHARLES, INC.,
an Illinois not-for-profit corporation

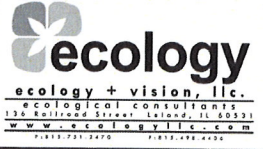
By: _____
President

By: _____
Secretary



Key	Botanical Name	Common Name	Unit	SPACING	QTY
Gasses					
ANDSCO	<i>Andropogon scoparius</i>	Little Blue Stem	2" plug	18" oc	80
SPOHET	<i>Sporobolus heterolepis</i>	Prairie Droseed	2" plug	24" oc	87
Forbes					
ASTNOP	<i>Aster nov-angliae</i> 'Purple Dome'	Purple Dome New England Aster	2" plug	12" oc	114
ECHPUR	<i>Echinacea purpurea</i>	Purple Coneflower	2" plug	12" oc	102
PENDIG	<i>Penstemon digitalis</i>	Foglove Beard Tongue	2" plug	12" oc	175
PVCVIR	<i>Pycnanthemum virginianum</i>	Mountain Mint	2" plug	12" oc	114
RUDSPS	<i>Rudbeckia speciosa sulcensis</i>	Shoey Black-eyed Susan	2" plug	12" oc	140

FOX RIVER CORRIDOR
 ILLINOIS STREET TO THE INDIANA PEDESTRIAN STREET BRIDGE
 St. Charles, Illinois



R0.01
 NOT TO SCALE
 NORTH
 This drawing is property of Ecology + Vision, LLC. Use or reuse of this drawing without the written consent of Ecology + Vision, LLC is prohibited.
 ecology + vision, llc.
 ecological consultants
 136 Bellwood Street, St. Charles, IL 62253
 www.ecologyllc.com
 P: 618.751.2470 F: 618.751.4270



Pizzo & Associates, Ltd.
ECOLOGICAL RESTORATION
10729 Pine Road • Leland, IL 60531
tel 815-495-2300 • fax 815-498-4400

ECOLOGICAL RESTORATION SERVICES

For: St. Charles River Corridor

Project: Illinois Street Landscape Improvements - St. Charles, IL

Thursday, February 09, 2012

Project Description: We propose to restore the failed native landscape known as the Illinois Street Landscape installed as part of the Bob Leonard Walkway. Pizzo & Associates, Ltd. will utilize some of the existing plantings, if possible to construct a viable native landscape planting in the existing location of the failed landscape. Work shall be in accordance with the plan prepared by Ecology + Vision, LLC., dated 11/09/2011. Pizzo understands that access to the site may be limited and Pizzo will work with the River Corridor the City of St. Charles and other interested parties to access the site using the least intrusive route possible.

Pizzo & Associates, Ltd. proposes to perform the following tasks using properly trained and supervised personnel:

PLANTING: **\$9,333.00**

Native Plug Installation: Lump sum \$9,333.00

Install a mix of native grass, sedge and flower perennial plants in 2" pots in the designated landscape area per plan dated 11/09/2011 by Ecology + Vision, LLC. The species of the plants installed were developed specifically for this site using historical data and based on current site conditions. The use of a goose exclusion fence is proposed in this area. The fence will help prevent water fowl and other animals from feeding on the small plugs.

GENERAL STEWARDSHIP: **\$2,400.00/yr – 3yr term \$7,200.00**

General Stewardship Not To Exceed (NTE) \$2,400.00/year

Control invasive woody & herbaceous flora through cultural methods, physical removal or the application of appropriate herbicides. The native plants will take advantage of the competitive release created by mowing, the timely application of herbicide or physical removal of the non-native plants. We will collect the seeds of established native plants to disperse into any under-performing areas during the growing season. Following are detailed descriptions of typical stewardship tasks that may be performed:

- **HAND PULL & BAG WEEDY SPECIES** - Remove the invasive species by cutting of existing invasive species and removing it from site. If the seed is completely developed our crews may opt to cut the entire plant in place to limit the spread of the seed to an individual location, since any attempt to remove the plant may result in excessive movement of seed throughout the site. These areas will then be targeted with herbicide treatments as the seeds germinate.
- **REMOVE TRASH/YARDWASTE** - Remove trash and yard debris from the site that has been brought in by the storm sewer system and/or by local residents.
- **COOL SEASON GRASS HERBICIDE APPLICATION** - Our crews will move toward the eradication of turf-type cool season grasses from the project area through a process of herbicide application(s) and prescribed fire. Herbicide is applied to cool season grasses early in the spring and/or late in fall when most native plants have reached dormancy. This kills the turf-type grasses while leaving our native plants unharmed. See also Herbicide Application and Burn Management.

- **HAND WICK HERBICIDE APPLICATION** - Apply an herbicide to Reed Canary Grass, Common Reed, Cattails or other invasive species in the designated areas by utilizing a wick-type applicator and/or glove application. We choose the herbicide with the least environmental impact for the task at hand. A licensed operator in accordance with state laws applies all herbicides.
- **SPOT HERBICIDE APPLICATION** - Apply an herbicide to Garlic Mustard, Reed Canary Grass, Smooth Brome, Common Reed, Cattails or other invasive species in the designated areas. We choose the herbicide with the least environmental impact for the task at hand. A licensed operator in accordance with state laws applies all herbicides.

ESTIMATED STEWARDSHIP SCHEDULE:

Because natural areas are dynamic systems that constantly change and adapt to current conditions, the stewardship schedule must be flexible as well to allow Pizzo to react to conditions on the ground. This schedule should be considered a guideline and may be veered from to react to actual site conditions. The chart below displays typical number of crew visits made in a given month and what stewardship tasks may be conducted during that visit.

Month	Visits by Crew	Herbicide	Brush Clearing	Mow	Collect & Disperse	Install Seed/Plug
April	1	X	X			X
May	1	X	X	X	X	X
June	1	X		X	X	X
July	1	X		X		
August	1	X		X		
September	1	X		X		
October	1	X	X	X	X	X
November	1	X	X		X	X
December – March	0	X	X		X	X

EDUCATION SESSIONS:

\$550.00/ea.

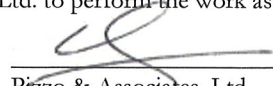
Pizzo & Associates, Ltd. will conduct education sessions targeted to train a group to be identified by the owner. This group will be trained to identify the plant species that are proposed in the landscape, identification of some common invasive weeds and basic stewardship tasks that will be needed to maintain the planting in the long term. We anticipate conducting (2) two training sessions that will be approximately 4 hours in length. These training sessions will be in conjunction with the start of the spring growing season and toward the end of the growing season in the fall.

COMPENSATION SUMMARY– See below

TASK	TASK SUBTOTAL
Planting (Plug Installation)	\$ 9,333.00
2012-2014 Stewardship	\$ 7,200.00
Education Sessions (2) Spring/Fall	\$ 1,100.00
TOTAL	\$ 17,633.00

ACCEPTANCE – I/We represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned and further accept the PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS, attached and hereby made part of this contract. We do hereby authorize Pizzo & Associates, Ltd. to perform the work as stated.

 Authorized Representative / Date
 St. Charles River Corridor


 Pizzo & Associates, Ltd. 02/09/2012

Please sign and return one copy of the proposal with your deposit to our office. Fax signatures shall be deemed binding; this agreement may be signed in counterparts so long as all parties to the agreement have signed a copy of the agreement.

If acting on behalf of the Owner:

Printed Name:	
Title:	

Billing Information:

Name:	
Company Name:	
Street Address 1:	
Street Address 2:	
City, State, & Zip Code:	
Main Phone:	
Mobile Phone:	
Fax:	
e-mail:	

Billing Notes: _____

The terms of this proposal are valid for thirty (30) days from the date of this proposal.

PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS

TERMS:

Design-Build/Installation:

Payment of 50% of contract total price as shown in the accompanying contract is due upon contract signing. The balance of the contract total price, plus any extras, is due upon completion. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice. All unpaid balances will carry a two percent (2%) per month; twenty four percent (24%) per annum finance charge. All returned checks will result in an additional \$50.00 service charge.

Design/Consultation/Stewardship/Prescribed Fire:

Invoices will be sent each month in which services are provided. Payment is due within 30 days of receipt of the invoice. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice. All unpaid balances will carry a two percent (2%) per month, twenty four percent (24%) per annum finance charge. All returned checks will result in an additional \$50.00 service charge.

ADDITIONS & DELETIONS: All additions and deletions shall be agreed to in writing by both parties. Additions will be billed on a time and materials basis unless otherwise stated in writing. Time will be billed including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE.

PREPAYMENT DISCOUNT: All accounts paid in full upon contract signing will receive a one and one-half percent (1.5%) prepayment discount.

GUARANTEES: Installed plantings shall immediately become the responsibility of the owner to maintain unless otherwise agreed to in writing.

Owner Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead trees or shrubs is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant or shrub with another species in its sole discretion. This guarantee shall be invalid if the Owner has failed to use reasonable care (water, weeding, invasive species control, mowing, protection from damage, etc.) during said period. This warranty does not cover damage occurring due to the fault of the owner or a third party or due to acts of God, war or wildlife. Installed perennials, seed, annuals and transplanted material(s) carry no guarantee/warranty expressed or implied.

Pizzo Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead tree or shrub is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead tree or shrub with another species in its sole discretion.

Native seed installations are guaranteed to have at least three (3) native plants per square foot at the end of the fifth growing season. Pizzo & Associates, Ltd. will re-seed those areas not in compliance at no expense to the Owner. Under no circumstances shall this guaranty extend beyond five years from the date of contract, nor shall it require more than one (1) replanting by Pizzo & Associates, Ltd. of any area.

Installed native perennials are guaranteed to have an 80% survival rate after one (1) year. Required plants will be replaced at no expense to the Owner. Replacement of the dead plants is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant with another species in its sole discretion.

The Owner's sole and exclusive remedy for seeds and plants covered under any of the above guarantees will be the replacement of plant or re-planting of the seed on a one-time basis only. The above warranties do not cover damage occurring due to the fault of the Owner or a third party or due to acts of God.

© Pizzo and Associates Ltd 2009

Last Updated 05-29-09

Failure to make payment within thirty (30) days of the final invoice issued upon job completion voids all guarantees expressed or implied.

Prescribed Fire:

No guarantee /warranty is expressed or implied as to the completeness, coverage, intensity or results of the prescribed fire. If the conditions are acceptable to Pizzo & Associates, Ltd., and the local fire jurisdiction gives permission to ignite the prescription fire, and Pizzo & Associates, Ltd. is forced to shut down due to no fault of Pizzo & Associates, Ltd., the full balance will be due. Any return trip to complete the fire will be billed at the rate stated in the contract. Landscape plantings, mulch beds and above ground utilities in or in close proximity to the burn unit could sustain damage due to heat/flames and shall not be guaranteed. The Owner acknowledges that there will be smoke generated by the prescribed fire, and it will move off site during the burn. The Owner/Agent will notify potentially affected parties in proximity to the prescribed burn units. The Owner hereby agrees to indemnify Pizzo & Associates, Ltd. and its employees and agents and hold them harmless for all instance of damage due to a prescribed fire. If the local authorities require their presence and charge a fee to do so, those costs will be paid by the Owner in addition to the contract price.

Aquatic Weed Control:

Due to the highly unpredictable nature of the weather, nutrient availability, and water levels; no control or eradication of any aquatic weed species is warranted.

RIGHT OF SUBSTITUTION: The Owner agrees that Pizzo & Associates, Ltd. may, without the Owner's consent, substitute hard materials, quantities and plant species where deemed by Pizzo & Associates, Ltd. to be required due to planting conditions, nursery stock availability or to otherwise enhance the project without changing the nature or character of the project.

CONDITIONS: The Owner shall provide Pizzo & Associates, Ltd. a current plat of survey for delineation of the property lines. If the boundary markers are not visible, Pizzo & Associates, Ltd. will hire a surveyor, at the Owner's expense +10%, to visit the site to mark the boundary points. The Owner shall notify Pizzo & Associates, Ltd. of all private utilities (piping, wiring, sprinkler system components, obstructions) prior to work beginning. Repairs to any unmarked sprinkler system, television or satellite cables, invisible dog fences or other underground utilities shall be the sole responsibility of the Owner. If site conditions are not as they appear above ground or there are buried obstructions or debris, changes to the plan and work will be billed according to the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE. Except on prescribed fire, the Owner will pay for fees and time to obtain all necessary licenses & permits.

DESIGN PLANS AND PHOTOGRAPHS: The Owner expressly authorizes Pizzo & Associates, Ltd. to make sketches or drawings and/or take photographs of the subject property and any buildings located on the subject property and to use the resulting photographs, sketches or drawings for purposes of developing a design and restoration plan and to publish the photographs and/or design and landscaping plan for marketing or educational purposes. The photographs, design and restoration plan shall remain the exclusive property of Pizzo & Associates, Ltd., together with any and all copyrights thereto.

DEFAULT REMEDIES: In the event the Owner is in default of his/her/their obligations hereunder, the Owner shall pay any and all expenses incurred by Pizzo & Associates, Ltd. to collect the amounts due, including but not limited to court costs, reasonable attorneys fees and accrued interest. The parties hereto further agree that any lawsuit based upon this contract or related to the services rendered and/or materials supplied pursuant to this contract shall be filed exclusively in the Sixteenth Judicial Circuit Court in Sycamore, Illinois, County of DeKalb.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C.D. Rigdon Associates, Ltd. 55 S. Main Street, Suite 355 Naperville IL 60540		CONTACT NAME: Doug Rigdon PHONE (AC. No. Ext): (630) 696-4043 FAX (AC. No.): (630) 696-4143 E-MAIL ADDRESS: dougr@cdrigdon.com															
INSURED Pizzo and Associates, Ltd. 136 Railroad Street Leland IL 60531		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Acuity Insurance Company</td> <td>14184</td> </tr> <tr> <td>INSURER B: Commerce & Industry Insurance</td> <td>19410</td> </tr> <tr> <td>INSURER C: Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER D: Darwin Select Insurance Co</td> <td>24319</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acuity Insurance Company	14184	INSURER B: Commerce & Industry Insurance	19410	INSURER C: Gemini Insurance Company	10833	INSURER D: Darwin Select Insurance Co	24319	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** CL1172804184 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	K72527	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	X	K72527	8/1/2011	8/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			K72527	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 5,000,000
B	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE038254672	8/1/2011	8/1/2012	AGGREGATE \$ 5,000,000 \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	K72527	8/1/2011	8/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CGL - Prescribed Fire	X	X	FG00000139-00	8/1/2011	8/1/2012	Occurrence/Aggregate \$1Mil/\$2Mil
D	Professional E&O			03048692	8/1/2011	8/1/2012	Per Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ADDITIONAL INSURED: River Corridor - 214 S. First Street, Suite A, ST. Charles, IL 60174; City of STC - 2 East Main St., St. Charles, IL 60174; Sho-dean Man - 10 West State Street, Geneva, IL 60134

CERTIFICATE HOLDER River Corridor 214 S. First Street Suite A St. Charles, IL 60174	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Douglas Rigdon/CHRIS