	AGENDA ITEM EXECUTIVE SUMMARY	
	Title:	Recommendation to Approve a Non-Exclusive License Agreement with the Camp Kane Heritage Foundation for the Maintenance, Promotion and Operation of the Jones Law Office
	Presenter:	Peter Suhr

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 07.27.2015
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$0	Budgeted:	YES	<input type="checkbox"/>	NO	X
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If NO, please explain how item will be funded:

No cost to the City

Executive Summary:

The Jones Law Office was successfully relocated to its new home at Langum Park and was formally rededicated by the Camp Kane Heritage Foundation on September 20, 2014. As part of the moving project, staff performed some necessary maintenance work including reconstruction of the front porch, replacement of some siding boards, repair of windows and miscellaneous painting.

As discussed previously with the Government Services Committee, staff recognizes the need for on-going maintenance to the building to keep it preserved and equal interest in promoting its history. Several community groups have posed interest in helping the City maintain, promote and operate the property including the Camp Kane Heritage Foundation, Preservation Partners, and the Elias Kent Kane Chapter of the National Society of Daughters of the American Revolution.

Over the past several months, city staff has been working with these interested groups to establish an agreement for ongoing maintenance, promotion and operation of the Jones Law Office. The proposed non-exclusive license agreement outlines specific responsibilities and a defined approval process for maintenance and operational activities. More specifically, the City of St. Charles will retain ownership of the property and all maintenance or operational activities are subject to review and approval by city staff, the Historic Commission and/or the City Council, depending on the type of activity.

Attachments: *(please list)*

Non-Exclusive License Agreement
Site Plan

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Non-Exclusive License Agreement with the Camp Kane Heritage Foundation for the Jones Law Office.

For office use only:

Agenda Item Number: 4.a

NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of August, 2015, 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 Jones Law Office 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, in consultation with the Preservation Partners, and the Elias Kent Kane Chapter of the National Society of Daughters of the American Revolution, desire to restore, maintain and promote the education of the history of the Jones Law Office and to preserve the historic value of the structure which is presently located at Camp Kane in Langum Park in St. Charles, Illinois; and,

WHEREAS, the Licensee intends to maintain, operate, and promote the historical education regarding the Jones Law Office and make decisions with respect to furnishing, decorating, landscaping, light, displays and exterior improvements at the Jones Law Office building; and,

WHEREAS, the Licensor and the Licensee believe that the maintenance and the promotion of the Jones Law Office 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 the Jones Law Office.

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. Licensor 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 Licensor 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 Licensor with respect to the Property or the License Area. Should any such lien be filed, the Licensee 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 Licensor. 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. Exterior Improvements include but are not limited to repair or replacement of roof shingles, masonry, exterior siding, soffits and fascias on the windows and doors, foundation, painting/staining and lighting. Interior Improvements shall include repair or replacement of wall materials, ceilings, flooring, trim and painting/staining.

Section 6. Non-Structure 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 facility at all times and will be allowed to utilize the facility for repair or 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 August 03, 2016. 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 intension 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 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:

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

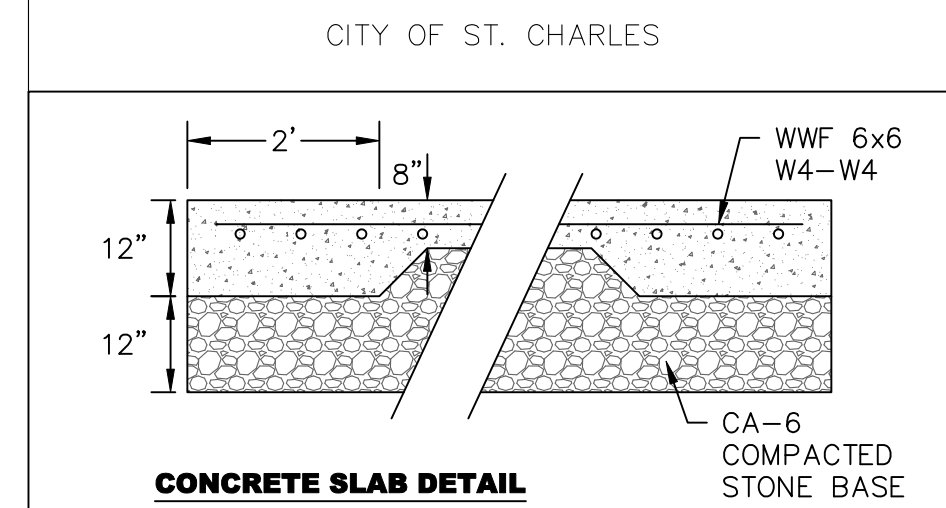
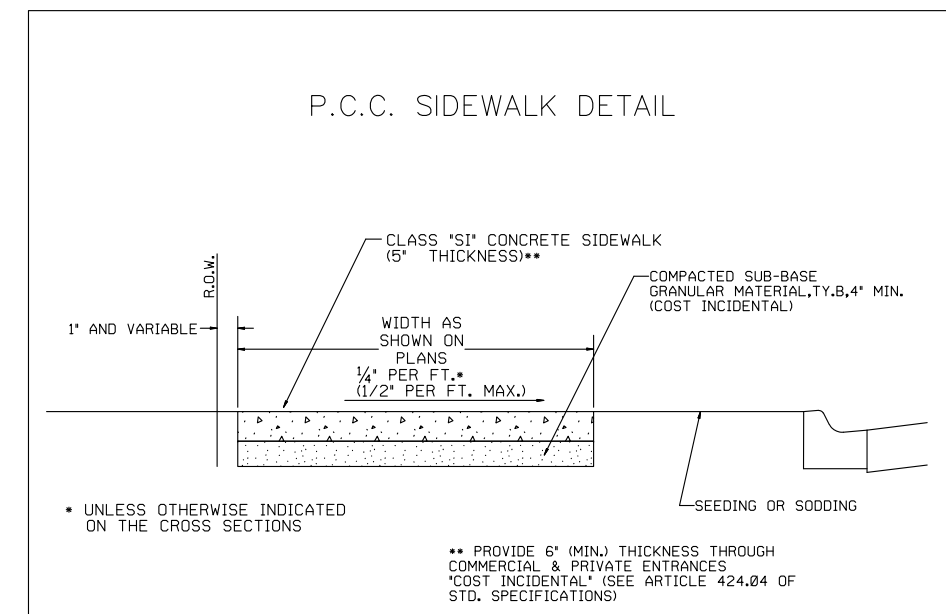
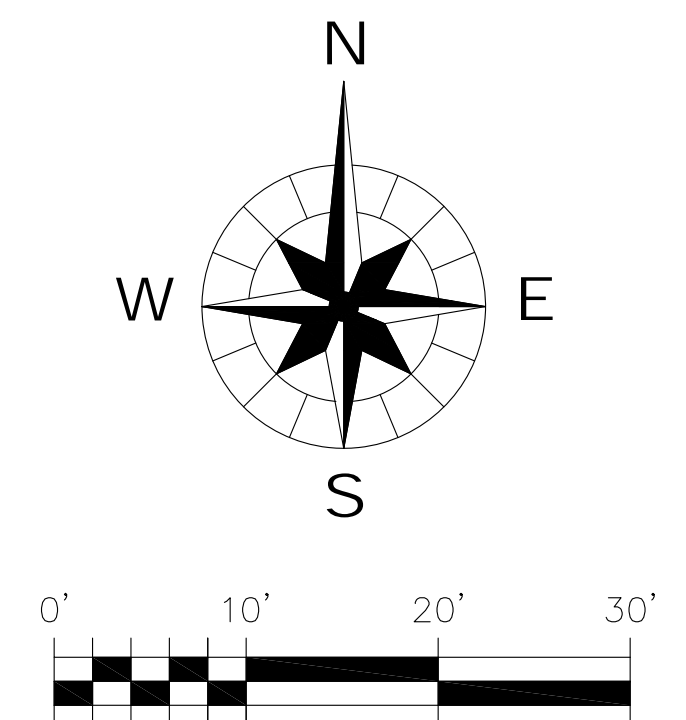
CAMP KANE HERITAGE FOUNDATION

By: _____

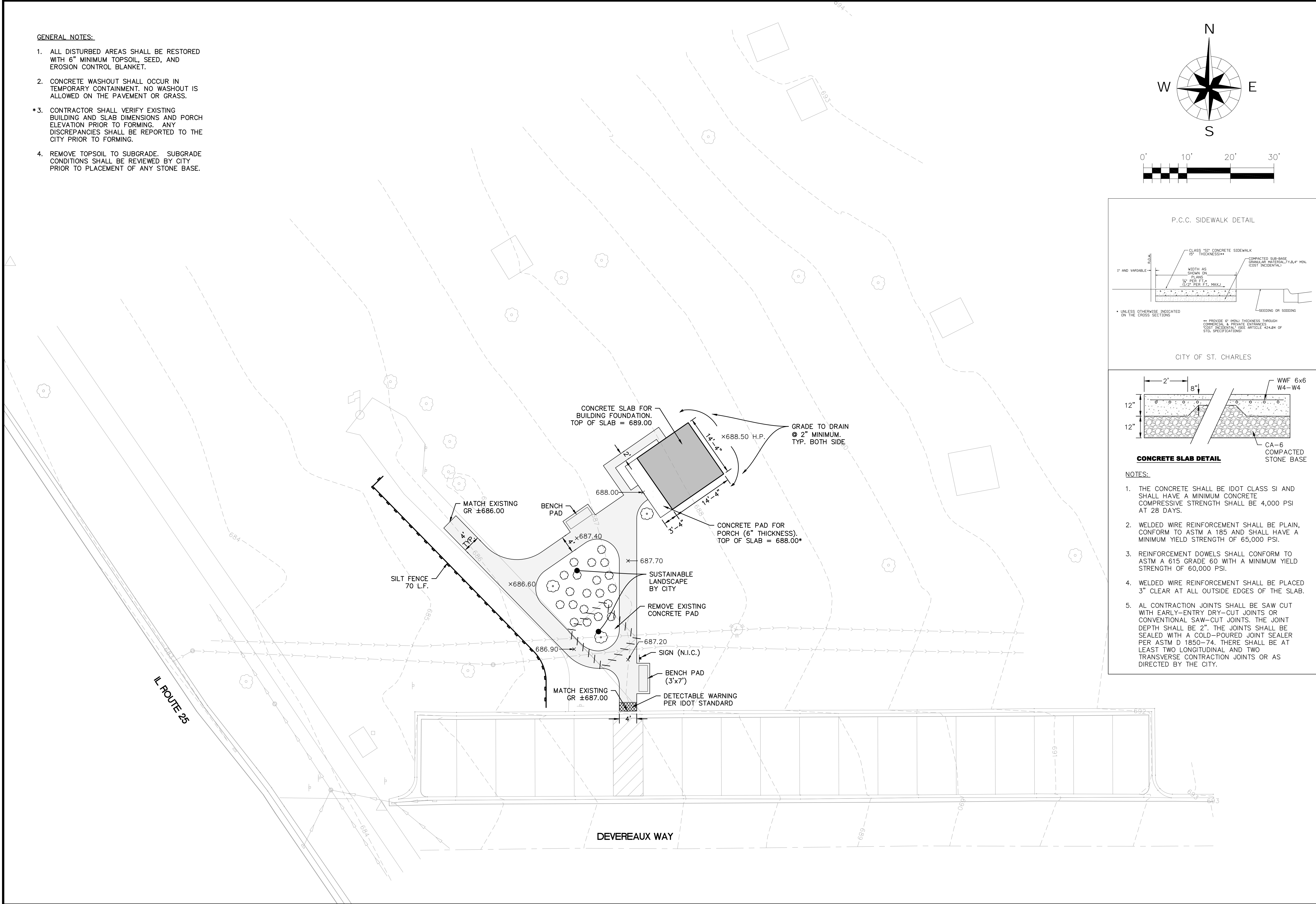
EXHIBIT "A"

GENERAL NOTES:

1. ALL DISTURBED AREAS SHALL BE RESTORED WITH 6" MINIMUM TOPSOIL, SEED, AND EROSION CONTROL BLANKET.
2. CONCRETE WASHOUT SHALL OCCUR IN TEMPORARY CONTAINMENT. NO WASHOUT IS ALLOWED ON THE PAVEMENT OR GRASS.
- *3. CONTRACTOR SHALL VERIFY EXISTING BUILDING AND SLAB DIMENSIONS AND PORCH ELEVATION PRIOR TO FORMING. ANY DISCREPANCIES SHALL BE REPORTED TO THE CITY PRIOR TO FORMING.
4. REMOVE TOPSOIL TO SUBGRADE. SUBGRADE CONDITIONS SHALL BE REVIEWED BY CITY PRIOR TO PLACEMENT OF ANY STONE BASE.



- NOTES:**
1. THE CONCRETE SHALL BE IDOT CLASS SI AND SHALL HAVE A MINIMUM CONCRETE COMPRESSIVE STRENGTH SHALL BE 4,000 PSI AT 28 DAYS.
 2. WELDED WIRE REINFORCEMENT SHALL BE PLAIN, CONFORM TO ASTM A 185 AND SHALL HAVE A MINIMUM YIELD STRENGTH OF 65,000 PSI.
 3. REINFORCEMENT DOWELS SHALL CONFORM TO ASTM A 615 GRADE 60 WITH A MINIMUM YIELD STRENGTH OF 60,000 PSI.
 4. WELDED WIRE REINFORCEMENT SHALL BE PLACED 3" CLEAR AT ALL OUTSIDE EDGES OF THE SLAB.
 5. ALL CONTRACTION JOINTS SHALL BE SAW CUT WITH EARLY-ENTRY DRY-CUT JOINTS OR CONVENTIONAL SAW-CUT JOINTS. THE JOINT DEPTH SHALL BE 2". THE JOINTS SHALL BE SEALED WITH A COLD-POURED JOINT SEALER PER ASTM D 1850-74. THERE SHALL BE AT LEAST TWO LONGITUDINAL AND TWO TRANSVERSE CONTRACTION JOINTS OR AS DIRECTED BY THE CITY.



TITLE: JONES LAW OFFICE SITE		G/C	
SITE PLAN		EAM	
		G/C	
		SCALE: 1" = 10'	
		SP140184.DWG	
		NATURE OF REVISION	
		NO. DATE	
CLIENT: CITY OF ST. CHARLES 2 E. MAIN STREET ST. CHARLES, IL 60174		CITY OF ST. CHARLES	
WILLS BURKE KELSEY ASSOCIATES LTD. 116 West Main Street, Suite 201 St. Charles, Illinois 60174 (630) 443-7755		PROJECT NO. 140184	
WBK		DATE: 07/31/2014	
		SHEET 1 OF 1	
		DRAWING NO. SP1	

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