



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Hold Harmless Agreement for Landscaping Between the City of St. Charles and SP & DP Properties, LLC.
Presenter:	Fire Chief Patrick Mullen

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 02.28.11
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:	\$2,500	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

The Fire Department has worked with representatives of SG2, 116 Cedar Avenue, to complete the attached landscape agreement. The agreement concerns a small piece of land in between the parking area for the business and the rear of Fire Station #1. The Fire Department desires to complete certain landscape enhancements that will prevent the erosion of soils and the possibility of the foundation footings being exposed. It is estimated that the entire project can be completed for approximately \$2500 and the money is budgeted.

Attachments: (please list)

Landscape Agreement and Associated Exhibits

Recommendation / Suggested Action (briefly explain):

Staff recommends the approval of the landscape agreement and the associated plan.

For office use only:

Agenda Item Number: 7.c

HOLD HARMLESS AGREEMENT FOR LANDSCAPING

THIS HOLD HARMLESS AGREEMENT FOR LANDSCAPING ("Agreement"), is made as of this ____ day of _____ 2011, by and between the CITY OF ST. CHARLES, an Illinois municipal corporation ("City") and SP & DP Properties LLC ("Owner").

WITNESSETH:

WHEREAS, the Owner holds legal title to a certain parcel of land in the corporate limits of the City of St. Charles, Kane and DuPage Counties, Illinois, which is legally described on Exhibit "A" attached hereto and made a part hereof ("Subject Realty"); and,

WHEREAS, the City wishes to receive permission to install and maintain landscaping and erosion control upon a certain portion of the Subject Realty, which portion is legally described on Exhibit "B" attached hereto and made a part hereof ("Parcel").

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

1. **PERMISSION:** The Owner hereby gives to the City, its agents and its successors and assigns, permission to install, improve, maintain and replace landscaping, limited to, erosion control, placement and planting of shrubs, bushes, grass, flowers, mulches and other forms of vegetation, on the Parcel, in accordance with the drawing attached hereto as Exhibit "D" and made a part hereof ("Landscape Improvements"). The construction/installation of the Landscape Improvements shall be at the City's sole cost and expense. The City shall maintain the Landscape Improvements, at its sole cost and expense, with the frequency necessary so that the Landscape Improvements are presented in a neat, clean, orderly, safe and healthy condition. The Owner may at anytime utilize, improve and /or change the Parcel, at the Owner's sole discretion.

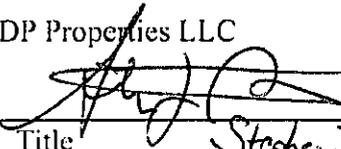
2. **HOLD HARMLESS/INDEMNIFICATION:** The City hereby agrees to defend, indemnify, and hold the Owner harmless from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of the City, its officers, contractors, agents and/or employees under the exercise of the permission herein granted.

including the maintenance of the Landscape Improvements. The City further agrees to reimburse the Owner for reasonable attorneys' fees and court costs incurred by the Owner in defending any claim, cause of action, suit or demand for which indemnification has been given. Attached hereto as Exhibit "C" and made a part hereof is a Certificate of Insurance, naming the Owner as an additional insured thereon as provided for therein.

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

OWNER:

SP & DP Properties LLC

By: 
Title Stephen J Phillips President

By: _____
Title

CITY OF ST. CHARLES, an
Illinois municipal corporation

By: Donald P. DeWitte, Mayor

ATTEST:

Nancy Garrison, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public, in and for said County and State, DO
HEREBY CERTIFY that _____ personally known to me to be
the same person whose name subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that he signed and delivered said instrument as his free and
voluntary act, for the uses and purposes therein set forth.

Given under my hand and notaries seal this _____ day of _____, 2010.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Donald P. DeWitte, Mayor and Nancy Garrison, City Clerk, personally
known to me to be the same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that as they signed and delivered said
instrument as their own free and voluntary act and as the free and voluntary act of the City of St.
Charles, for the uses and purposes therein set forth.

Given under my hand and notaries seal this _____ day of _____, 2010.

NOTARY PUBLIC

Exhibit "A"
"Legal Description of Subject Realty"

Lot 6 (except the Westerly 35 feet) and Lot 7 (except that part described as follows: Beginning at the Southeast corner of said Lot 7; thence North along the East line of said Lot 100 feet to the Southeast corner thereof); thence West along the North line of said lot, 3.30 feet; thence South parallel with the East line of said lot, 50 feet to the northerly line of the Southerly 50 feet of said lot; thence East parallel with the South line of said lot, 2.77 feet; thence Southerly to the point of beginning, all in Block 20 of the original town of St. Charles, in the City of St. Charles, Kane County, Illinois.

Common address 116 Cedar Avenue

PARCEL NO. 09 27 383 006

Exhibit "B"
"Legal Description of Parcel"

That part of Lot 6 and Lot 7, in Block 20 of the Original Town of St. Charles, described as follows: The northerly 35 feet of the easterly 15 feet of Lot 6 (except the southerly 14.5 feet of the easterly 12.6 feet thereof) and the northerly 20.5 feet of the westerly 20.8 feet of Lot 7 (except the southerly 17.5 feet of the easterly 18.4 feet thereof), in the City of St. Charles, Kane County, Illinois.

Exhibit "C"
"Certificate of Insurance"



CERTIFICATE OF LIABILITY INSURANCE

OP ID 50
STCHAR2DATE (MM/DD/YYYY)
12/01/09

PRODUCER Wine Sergi & Co, LLC 225 Smith Road St. Charles IL 60174 Phone: 630-513-6600 Fax: 630-513-6399	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	NAIC #
INSURED City of St. Charles 2 East Main St St Charles IL 60174	INSURER A:	ICRMT/Munich American
	INSURER B:	Safety National Casualty Corp
	INSURER C:	Chubb Group of Insurance Co
	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 ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	ICRMT2008-299	12/01/09	12/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ICRMT2008-299	12/01/09	12/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	ICRMT2008-299	12/01/09	12/01/10	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	SP9663IL	12/01/09	12/01/10	<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		OTHER Equipment	066136561LL	12/01/09	12/01/10	Leased & Rented \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Proof of Insurance Coverages

CERTIFICATE HOLDER CITST01 City of St Charles 2 E Main Street St Charles IL 60174	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Exhibit D

