



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *7.f

Title:	Recommendation to Approve an Intergovernmental Agreement with School District 303 Regarding Snow/Ice Control Materials
Presenter:	AJ Reineking

Meeting: Government Services Committee Date: October 22, 2018

Proposed Cost: N/A Budgeted Amount: N/A Not Budgeted:

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

In 2013 the City entered into a 5-year agreement with School District 303 for winter road salt utilization. The agreement is set to expire prior to the 2018/19 winter season. An additional 5-year extension has been proposed.

Under the agreement with District 303, the City will grant a license to the District for use of the Salt Dome located at Rt. 38 and Karl Madsen Dr. The School District shall purchase approximately 400 tons of salt per year. An accounting of salt usage shall be done at the conclusion of each winter season, and the school district will be charged using the City's cost per ton of salt for that season.

The agreement may be revisited at any time, but will expire prior to the 2023/24 winter season.

Attachments *(please list):*

* Agreement with School District 303 for Salt Utilization

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve the agreement with School District 303 for salt access and utilization.

City of St. Charles, Illinois Intergovernmental License Agreement

For Use of City of St. Charles Salt Dome By St. Charles Community Unit School District No. 303

This License Agreement is made by and between the City Council of the City of St. Charles, a home rule unit (the “City”), and the Board of Education of St. Charles Community Unit School District No. 303, Kane and DuPage Counties, Illinois, a body politic and corporate (the “School District”) pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, which authorizes units of local government, including municipalities and School Districts, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance, and pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), which authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings.

In consideration of mutual covenants expressed herein, the City and the School District agree as follows:

1. **Premises:** The City grants a license to the School District to use the Premises generally described and known as the “Route 38 Municipal Salt Dome” located on Route 38 and Karl Madsen Drive (the “Premises”), which Premises are owned and operated by the City of St. Charles.
2. **Term:** Except as provided in 3, below, the term of this license shall be five (5) years, commencing on the date on which the last of the parties signs this license agreement. The City and the School District agree that at the completion of the term the parties shall review the agreement and determine whether or not it shall be renewed.
3. **Rent:** The annual rent for the Premises shall be ten dollars (\$10).
4. **Use:** The Premises shall be used by the School District solely for the storage of rock salt, which salt shall be removed from time to time for winter application to school premises owned and operated by the School District. To that end, the School District shall purchase from the City (1) winter supply of rock salt (approximately four hundred [400] tons) at the City’s unit cost. The City shall monitor the use of rock salt by the City and by the School District and, at the conclusion of the winter season, shall give an accounting of the use of rock salt by the parties, with an appropriate charge (calculated on the City’s unit cost) to the School District. The School District shall not otherwise interfere with the City’s use of the Premises, and the City’s use at the Premises shall take precedence over the use described in this Agreement.

5. **Assignment or Transfer:** The City shall not assign or transfer this License Agreement without the express prior written consent of the School District.
6. **Maintenance:** The City shall maintain the Premises during the term of this License Agreement.
7. **Taxes and Utilities:** The Premises are currently exempt from real estate taxes. Any property taxes which shall become due and owing on the Premises and any utility costs attributable to the Premises shall be paid by the City.
8. **Governmental Regulations:** The School District shall comply with all applicable requirements of federal, state and local regulatory authorities with respect to the use of the Premises.
9. **Indemnification and Hold Harmless:** The School District shall indemnify and hold harmless the City, its officers and its employees for any claims, causes of action, damages and liabilities, including attorneys fees, arising out of the School District's use of the property as described specifically in this Agreement, except to the extent that such claims, causes of action, damages and liabilities are caused by the negligent or intentional conduct of the City, its officers, employees or agents.
10. **Insurance:** The School District shall provide the City of St. Charles a current acceptable Certificate of Insurance naming the City of St. Charles an additional insured.
11. This License Agreement shall be binding upon, apply to and inure to the benefit of the City and the School District and their respective successors and assigns.
12. This License Agreement shall become effective upon the date of execution by the last of the representatives of the parties as set forth below.

The City of St. Charles, Illinois

**Board of Education of St. Charles
Community Unit School District No. 303**

By: _____
Raymond Rogina, Mayor

By: _____
Kathleen Hewell, President

Attest:

Charles Amenta, City Clerk

Attest:

Christine Rachford, Recording Secretary

Dated: _____