

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIC1

Title:

Motion to approve a Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Fourth Amendment to Intergovernmental Agreement by and between the City of St. Charles and the City of Geneva (Parkside Reserves, 1337 Geneva Rd.)

Presenter:

Rita Tungare

Meeting: City Council

Date: December 2, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

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

On 11/11/19, the P&D Committee recommended approval of a Final Plat of Subdivision for Parkside Reserves, 1337 Geneva Rd., to allow construction of a four-unit townhome on the property.

In accordance with the P&D Committee recommendation, an amendment to an Intergovernmental Agreement with the City of Geneva is now being brought forward to allow for connection to Geneva's water main system. In December 2018, the IGA was approved for three units and has been revised to reflect the additional unit. The IGA is otherwise unchanged.

On tonight's agenda is an Ordinance approving the Final Plat as well as a Resolution approving the IGA.

The IGA will be reviewed by the City of Geneva's Committee of the Whole on 12/2, followed by Geneva City Council anticipated on 12/16.

**Attachments** *(please list):*

Resolution, IGA

**Recommendation/Suggested Action** *(briefly explain):*

Motion to approve a Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Fourth Amendment to Intergovernmental Agreement by and between the City of St. Charles and the City of Geneva (Parkside Reserves, 1337 Geneva Rd.)

**City of St. Charles, Illinois  
Resolution No. \_\_\_\_\_**

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to  
Execute a Fourth Amendment to Intergovernmental Agreement by and between  
the City of St. Charles, Kane and DuPage Counties, Illinois, and the City of  
Geneva, Kane County, Illinois (1337 Geneva Road)**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

BE IT RESOLVED by the 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 that certain Agreement, in substantially the form attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2nd day of December, 2019.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2nd day of December, 2019.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2nd day of December, 2019.

\_\_\_\_\_  
Raymond P. Rogina

Attest:

\_\_\_\_\_  
City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

**Exhibit "A"**

**Fourth Amendment to Intergovernmental Agreement by and between the City of St. Charles, Kane and DuPage Counties, Illinois and the City of Geneva, Kane County, Illinois**

**FOURTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE CITY OF ST. CHARLES,  
KANE AND DUPAGE COUNTIES, ILLINOIS, AND  
THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**

**WHEREAS**, the City of St. Charles, Kane and DuPage Counties, Illinois, and the City of Geneva, Kane County, Illinois, entered into an Intergovernmental Agreement, pursuant to the 1970 Illinois Constitution, on November 3, 1986 and subsequently amended said Intergovernmental Agreement on April 4, 1988, June 4, 1990 and December 17, 2018; and

**WHEREAS**, the City of St. Charles has approved a preliminary plan proffered by Grandview Capital, LLC (“Developer”) for four (4) residential units (“Townhouses”) which are commonly known as 1337-\_\_\_\_\_ Geneva Road, St. Charles, Illinois and is legally described in Exhibit “A”, attached hereto; and

**WHEREAS**, the Cities of Geneva and St. Charles find that the proposed Townhouses would be efficiently served by connecting to the existing City of Geneva water system (water main) and avoiding costly new water main construction and maintenance that would be required if service were provided by the City of St. Charles, as well as the avoidance of road surface trenching of Illinois Route 31.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and the recitals of facts hereinabove made, it is hereby agreed by and between the City of Geneva, Kane County, Illinois, (“Geneva”) and the City of St. Charles, Kane and DuPage Counties, Illinois, (“St. Charles”) as follows:

1. Subject to satisfaction of the conditions set forth in Paragraph 2 below, Geneva shall allow the connection of separate, private water service lines, from the B-box to the residential

service meters, in order to serve each of the Townhouses described in Exhibit “A” by connection to Geneva’s water main system.

2. St. Charles shall cause the Developer and/or Townhouse water users to comply with the following conditions:

(a) That at the time of construction of the Townhouses’ infrastructure improvements, the Developer shall construct water mains and any necessary appurtenant structures in accordance with current Geneva City Code regulations; and

(b) That the plans and specifications for water mains and appurtenant structures shall be reviewed and approved by the city engineer for Geneva, and

(c) That the Developer shall pay to Geneva the customary fees, including engineering fees and legal fees, for plan review and inspection of the water main and related facilities as if the water mains and facilities were constructed for a new subdivision in Geneva, and

(d) That the Developer shall pay to Geneva all necessary water main connection fees and other charges in accordance with the established schedule of fees and charges of Geneva for the proposed water main, and

(e) That the Developer and each Townhouse water user shall accept ownership of and agree to operate and maintain any new water service line connection in accordance with the ordinances and regulations of Geneva, and

(f) That the Townhouse water users shall be charged for their water user fees by Geneva in accordance with the usage rates maintained by Geneva. The Townhouse water users shall be responsible for the repair, maintenance, and replacement of the private service line from the B-Box valve to the meter; and

(g) That the Townhouse water users shall be charged for their sanitary sewer user fees by Geneva in accordance with the usage rates maintained by St. Charles, and Geneva shall provide an annual report indicating the amount so collected for sanitary sewer usage from the Townhouse water/sanitary users and shall make a remittance of said charges collected to St. Charles on or before April 15<sup>th</sup> of each calendar year. St. Charles will notify Geneva thirty (30) days prior to any sewage treatment rate changes going into effect.

3. This Agreement is solely between the parties hereto and is not intended to create any third-party beneficial relationships between St. Charles, Geneva, and the Developer or owner of any Townhouse.

4. That the Intergovernmental Agreement dated November 3, 1986 as amended, is hereby readopted and restated by the parties hereto.

5. The City of Geneva will be granted by the Developer, on a plat of easement, a water main and drainage easement in the form and substance acceptable to Geneva; upon acceptance by Geneva, the Developer will record the plat of easement with the Kane County Recorder, at Developer's expense.

6. All notices, demands, requests for reimbursement, or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are:

(a) deposited in the United States mail and sent by first class mail, postage prepaid,

or;

(b) delivered, in each case, to the St. Charles and Geneva at their respective addresses

(or at such other address as each may designate by notice to the other), as follows:

(i) if to the City of St. Charles at 2 E. Main Street, St. Charles, IL 60174,  
Attn: City Administrator; and

(ii) if to the City of Geneva at 22 S. First Street, Geneva, IL 60134, Attn:  
City Administrator.

Whenever any party hereto is required to deliver notices, certificates, opinions, statements, or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

7. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

8. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired other than by an instrument in writing duly authorized and executed by St. Charles and Geneva.

9. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

10. This restated Agreement shall become effective upon its execution and delivery by all parties.

11. This Agreement constitutes the entire agreement of the St. Charles and Geneva on the subject matter hereof.

**IN WITNESS WHEREOF**, the parties have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

CITY OF GENEVA,  
KANE COUNTY, ILLINOIS

CITY OF ST. CHARLES  
KANE AND DUPAGE COUNTIES,  
ILLINOIS

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

Mayor

[seal]

[seal]

ATTEST:

ATTEST:

\_\_\_\_\_

City Clerk

\_\_\_\_\_

City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

1337 Geneva Road, generally located on the west side of Geneva Road as follows:

THAT PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF MEDIAPOLIS ADDITION TO ST. CHARLES AND GENEVA, ILLINOIS; THENCE SOUTH 82 DEGREES 17 MINUTES EAST ALONG THE NORTHERLY LINE OF SAID MEDIAPOLIS ADDITION PRODUCED EASTERLY 104.1 FEET TO AN IRON PIPE IN THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY FOR THE POINT OF BEGINNING; THENCE NORTH 21 DEGREES 03 MINUTES EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 59.5 FEET TO AN IRON PIPE; THENCE NORTH 75 DEGREES 25 MINUTES EAST 140.7 FEET TO AN IRON BOLT IN THE WESTERLY LINE OF ILLINOIS HIGHWAY 31 (ALSO KNOWN AS THE WEST ST. CHARLES AND GENEVA ROAD); THENCE SOUTH 20 DEGREES 46 MINUTES EAST ALONG SAID WESTERLY LINE OF ILLINOIS HIGHWAY ROUTE 31, 164.2 FEET TO AN IRON PIN; THENCE NORTH 82 DEGREES 17 MINUTES WEST PARALLEL TO SAID NORTHERLY LINE OF MEDIAPOLIS ADDITION AND ITS EXTENSION EASTERLY 231.6 FEET TO AN IRON PIN IN THE EASTERLY RIGHT OF WAY LINE OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTH 23 DEGREES 58 MINUTES EAST ALONG THE SAID EASTERLY RIGHT OF WAY LINE 34.3 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.