



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Inter-Governmental Agreement between the City of St. Charles, St. Charles Park District and Forest Preserve District of Kane County for the Active River Project
Presenter:	Chris Adesso

Please check appropriate box:

	Government Operations	<input checked="" type="checkbox"/>	Government Services 05.26.15
	Planning & Development		City Council
	Public Hearing		

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

Executive Summary:

Members of the Active River Task Force, including representatives from the City of St. Charles, St. Charles Park District, Kane County Forest Preserve District, River Corridor Foundation and other invested parties have been meeting since the Council Committee approved a motion of support in February of 2014 and the City's financial commitment of \$20,000 in September of 2014.

The Task Force has successfully vetted through a Request for Qualifications process and hired a professional services firm to assist in completing an update to the 2002 River Corridor Mater Plan which will include a comprehensive analysis of leveraging the Fox River to the greatest extent possible.

An Inter-Governmental Agreement has been drafted and fully reviewed by all of the involved agencies legal counsel. This agreement solidifies the relationship of the agencies for the Active River Project and will allow for the Park District to act in a lead role. The Park District will manage the grant funding secured from the Kane County River Boat Grant and make progress payments to the professional services provider.

Attachments: *(please list)*

Inter-Governmental Agreement (IGA) Document

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Inter-Governmental Agreement between the City of St. Charles, St. Charles Park District and Forest Preserve District of Kane County for the Active River Project.

For office use only:

Agenda Item Number: 6.e

AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of _____, 2015, by and between the CITY OF ST. CHARLES (hereinafter the "CITY"), Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois, the RIVER CORRIDOR FOUNDATION OF ST. CHARLES (hereinafter referred to as the "RIVER CORRIDOR"), an Illinois not-for-profit corporation exempt under section 501(C)3 of the Internal Revenue Code, the ST. CHARLES PARK DISTRICT, Kane and DuPage Counties, Illinois (hereinafter referred to as the "PARK DISTRICT"), a body corporate and politic of the State of Illinois, and the FOREST PRESERVE DISTRICT OF KANE COUNTY (hereinafter referred to as the "FOREST PRESERVE DISTRICT"), a downstate forest preserve district of the State of Illinois. The CITY, the RIVER CORRIDOR, the PARK DISTRICT and the FOREST PRESERVE DISTRICT are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

W I T N E S S E T H:

WHEREAS, the CITY is authorized, among other matters, to acquire and hold real property for corporate purposes pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) and is a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, thereby having the power to exercise any power and perform any function pertaining to its government and affairs, unless otherwise limited by law; and

WHEREAS, the RIVER CORRIDOR is an Illinois not-for-profit corporation and exempt under section 501(c)3 of the Internal Revenue Code and is authorized to raise funds for

the redevelopment of the Fox River Corridor of St. Charles and oversee the redevelopment of the Fox River Corridor of St. Charles; and

WHEREAS, the PARK DISTRICT is authorized, among other matters, to establish recreation programs and to acquire real property to effect any of the powers or purposes granted under the Park District Code (70 ILCS 1205/1-1 *et seq.*); and

WHEREAS, the FOREST PRESERVE DISTRICT is authorized, among other matters, to acquire real property for various purposes, including acquiring and improving pathways that will connect forest preserves pursuant to the provisions of the Downstate Forest Preserve District Act (70 ILCS 805/0.001, *et seq.*); and

WHEREAS, the Fox River is an underutilized amenity that has potential to add many opportunities for the citizens of the CITY, PARK DISTRICT, AND FOREST PRESERVE DISTRICT; and

WHEREAS, the PARTIES mutually agree that the FOX RIVER would be appropriate for a variety of purposes including but not necessarily limited to recreation opportunities, river front trail opportunities, clean water initiatives and improved shoreline stabilization and towards that end, the PARTIES have filed an Statement of Qualifications (SOQ) for services to determine potential projects that improve water ecology and shoreline erosion, increase recreational activity and make a positive economic impact; and

WHEREAS, the PARTIES mutually desire to set forth their respective rights and responsibilities with respect to determining the feasibility of the study of the FOX RIVER for the uses stated above, or such other uses as may be appropriate and the future implementation of the recommendations to be contained in the study.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the PARTIES mutually agree and bind themselves as follows, to wit:

Section 1. Recitals Incorporated. The foregoing recitals are incorporated into this Agreement as though fully set forth in this Section 1.

Section 2. Professional Services. The PARTIES recognize that it will be necessary to have a professional prepare an amendment to the River Corridor Master Plan that: a. identifies potential appropriate uses for the FOX RIVER, including, but not limited to recreation opportunities; b. increases shoreline stabilization; c. improves water quality; d. identifies any physical or other restraints or limitations on river front trails; e. prepares a cost estimate; and f. compiles other relevant information regarding proposed future projects. The costs for the study shall be shared among the PARTIES – RIVER CORRIDOR - \$20,000, PARK DISTRICT - \$20,000, CITY - \$20,000. Additional funds of \$46,250 will be granted to the PARK DISTRICT through the Kane County River Boat Grants for the use of said study.. The PARTIES shall confer prior to the execution of any contract for the professional services to be completed. The PARK DISTRICT shall act as the lead agency in preparing a list of qualified firms, and shall consult with and receive input from the other PARTIES prior to hiring a firm to perform the study .

Section 3. Future Agreements. The PARTIES recognize that there are additional issues that will need to be addressed and resolved, and that the rights and responsibilities of each of the PARTIES will need to be more clearly defined, as they work together towards the ultimate goal of IMPLEMENTATION OF THE AMENDED RIVER CORRIDOR MASTER PLAN.

These issues include, but are not necessarily limited to the following matters:

- appraisal/title research issues
- financing issues, including grant applications
- identifying which PARTY or PARTIES will proceed with projects as suggested by the study
- determining the cost-sharing responsibilities of each PARTY with respect to the activities contemplated under this Agreement and future agreements

The PARTIES agree to work cooperatively on such issues and to enter into such additional future agreements as are necessary to address such matters. Notwithstanding anything in this Agreement to the contrary, nothing set forth in this Agreement shall bind a PARTY to make specific financial contributions, fund specific expenditures or otherwise incur financial liability for any action contemplated other than the specific financial commitment under Section 2 of this Agreement. Any contributions or expenditures to be made or binding financial obligations to be incurred in the future shall require an amendment to this Agreement approved by the governing body of each of the respective PARTIES.

Section 4. Mutual Assistance. The PARTIES shall endeavor to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the PARTIES as reflected by the terms of this Agreement, including, without limitation, the enactment by the PARTIES of such resolutions and ordinances, the execution of such applications and agreements and the taking of such other actions as may be necessary to enable the PARTIES' compliance with the terms and provisions of this Agreement.

Section 5. No Third-Party Beneficiaries/Relationship of Parties. Nothing contained in this Agreement, nor any act of a PARTY, shall be deemed or construed by any of the other PARTIES, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Parties other than that expressly provided for herein.

Section 6. Paragraph Headings. The paragraph headings and references are for the convenience of the PARTIES and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

Section 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 8. Contact Person. The following persons shall be the primary contact person for each of the PARTIES:

CITY: Mark Koenen
City Administrator
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174
630/377-4422
mkoenen@stcharlesil.gov

RIVER CORRIDOR John Rabchuk
Vice president
River Corridor Foundation of St. Charles
214 South 1st Street, Suite A
St. Charles, Illinois 60174

PARK DISTRICT: Holly Cabel
Director
St. Charles Park District
101 N. 2nd Street
St. Charles, IL 60174

FOREST PRESERVE DISTRICT: Monica Meyers
Executive Director
Forest Preserve District of Kane County
1996 S. Kirk Road
Suite 320
Geneva, IL 60134

Section 9. Amendment. This Agreement may be amended only by written instrument properly executed by the PARTIES. Execution of any such amendment by a PARTY shall first

have been authorized by an ordinance or resolution duly adopted by the corporate authorities of the PARTY.

Section 10. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 11. Governing Law. The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement. Venue for any litigation arising hereunder shall be in the Sixteenth Judicial Circuit, Kane County, Illinois.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and seals on the day year first above written.

CITY OF ST. CHARLES, an Illinois municipal corporation,

By: _____
Mayor Ray P. Rogina

ATTEST:

City Clerk Nancy Garrison

RIVER CORRIDOR FOUNDATION OF ST. CHARLES, a 501(c)3 organization

By: _____
Holly Cabel, President

ATTEST:

Secretary

ST. CHARLES PARK DISTRICT, a body corporate and politic of the State of Illinois

By: _____
Bob Thomson, President

ATTEST:

Secretary

FOREST PRESERVE DISTRICT OF KANE COUNTY, a body corporate and politic of the State of Illinois

By: _____
Mike Kenyon, President

ATTEST:

Secretary

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