



AGENDA
SPECIAL CITY COUNCIL MEETING
COUNCIL CHAMBERS
204 SOUTH BLOOMINGTON STREET - STREATOR, IL 61364
Friday, June 30, 2023 – 5:00 P.M.

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA


PUBLIC COMMENT

NEW BUSINESS

- 1. RESOLUTION 2023-31. A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH STREATOR TOWNSHIP HIGH SCHOOL DISTRICT #40 CONCERNING THE USE OF JAMES STREET RECREATIONAL AREA.**
- 2. CITY OFFICIAL COMMENTS**
- 3. ADJOURNMENT**

MEMORANDUM

TO Mayor Bedei and City Council

FROM David S. Plyman, City Manager 

DATE June 28, 2023

SUBJECT James St. Park IGA

ISSUE

Consider an intergovernmental agreement with Streator Township High School District #40 concerning its use of James Street Park.

DISCUSSION

The City constructed the James Street Park Complex in 2006-07 to serve the needs of local baseball and softball teams. Unfortunately, the park has been under-utilized as the demand for the park has diminished over the years. A few months ago, Streator High School officials approached the City to ascertain our interest in allowing the school to use the park for its soccer program. Please find attached a proposed intergovernmental agreement that would allow the District to covert two fields for soccer.

The agreement allows the District to re-purpose the large baseball diamond and the north football field for soccer. The district will regrade the fields and modify the existing irrigation system. The lighting system may need to be adjusted to accommodate soccer play. In addition, the District will be using the concession/restroom building. The District will be maintaining park facilities throughout the year, with the exception of the three small baseball diamonds in the spring and summer months. Further, any groups that want to use the three small diamonds outside this period will need to gain permission from and coordinate their activities with the District to avoid scheduling conflicts with school activities.

The City will be removing fences and goal posts with District employee assistance. In addition, we will be installing a new gate along the drive at the dog park to eliminate uncontrolled public access to the north field. Full public access to the dog park will remain. Although the City will not be collecting any payments for the District's use of the park, the District will reimburse the City for utilities (city and district staff will review bills throughout the year and negotiate a fair split based on public/school usage of the park).

The Streator Park Board met in May and supports the school's use of this facility.

RECOMMENDATION

Adopt a Resolution authorizing execution of an intergovernmental agreement between the Streator Township High School District #40 and the City of Streator regarding James Street Recreation Area being developed for high school soccer use.

RESOLUTION 2023-31

**AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
WITH STREATOR TOWNSHIP HIGH SCHOOL DISTRICT # 40 CONCERNING
USE OF THE JAMES STREET RECREATIONAL AREA**

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* authorize and promote intergovernmental cooperation; and

WHEREAS, the City of Streator’s City Council and the Streator Township High School District # 40 School Board wish to provide for the School District’s use of the City’s James Street Recreational Area for athletic purposes, specifically for practices and matches of the School District’s soccer teams.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute the Intergovernmental Agreement as attached hereto and as herein provided for, and the Mayor, City Clerk, City Manager, and other appropriate City officials and representatives are authorized to do all things necessary and essential to carry out the provisions and effectuate the purposes of the Intergovernmental Agreement.

PASSED by the City Council of the City of Streator, LaSalle and Livingston Counties, Illinois at a meeting thereof held on June 30, 2023, and approved by me as Mayor on the same day.

APPROVED:

Tara Bedei, Mayor

ATTESTED:

Patricia L Henderson, City Clerk

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Councilman David Conner				
Councilman Tim Geary				
Councilman Matt McMullen				
Councilman David Reed				
Mayor Tara Bedei				

ATTACHMENT: Exhibit Version of Intergovernmental Agreement

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF STREATOR AND
STREATOR TOWNSHIP HIGH SCHOOL DISTRICT # 40
CONCERNING USE OF THE JAMES STREET RECREATIONAL AREA**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into as of _____, 2023, by and between the City of Streator, LaSalle and Livingston Counties, Illinois, a municipal corporation (the “City”) and Streator Township High School District # 40, LaSalle County, Illinois, an Illinois school district (the “School District”). The City and the School District may each be referred to as a “Party” and together as the “Parties.”

Background Recitals

- A. The Parties are units of local government and a school district and Section 10 of Article VII of the Constitution of the State of Illinois as adopted on December 15, 1970, authorizes units of local governments and school districts to contact or otherwise associate among themselves in any manner not prohibited by law or ordinance.
- B. The Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* (2005), provides that any power or powers, privileges, or authority exercised or which may be exercised by a unit of local government or school district may be exercised jointly with another unit of local government or school district.
- C. The City owns and operates the James Street Recreational Area (the “Park”) which includes multiple ball fields and support facilities for organized team sports, including three (3) small ball diamonds, a restroom/concession building, a dog park, and athletic fields.
- D. The Parties wish to provide for the School District’s use of the Park for athletic purposes, specifically for practices and matches of the School District’s soccer teams.
- E. The Parties recognize the use of the Park for the School District’s athletic purposes requires coordination and communication, and the Parties agree to work with and cooperate with each other for the benefit of the residents and taxpayers of both the City and the School District, as well as other users of the Park.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the Parties, it is agreed by and between the Parties as follows below.

- 1. Incorporation of Background Recitals. The recitals set forth in the Background section of this Agreement are hereby incorporated herein and made a part of this Agreement.
- 2. Term. This Agreement shall become effective upon the date set forth above and shall extend for a period ending June 30, 2033, unless sooner terminated in accordance with the provisions of this Agreement.

3. Permitted Park Use. For the duration of this Agreement, the School District may use the Park for the practices and matches of the School District's soccer teams, subject to the following exceptions:
 - (a) from April 1st through and including July 31st, the three (3) small ball diamonds shall be used by City; and
 - (b) the dog park area is excluded and shall continue to be open to the public.
4. Scheduling. Subject to the exclusions stated in Paragraph 3, the School District shall be responsible for scheduling activities at the Park. On or before August 1, 2023, the School District shall provide to the City Manager a schedule of School District activities for the period August 1 through August 15, 2023; thereafter during each year of this Agreement, the School District shall provide to the City Manager a schedule of School District activities for the following periods:
 - (a) August 15th through January 14th,
 - (b) January 15th through May 14th, and
 - (c) May 15th through August 14th.

The advance notice requirements stated above shall not apply in the event of a *bona fide* emergency or special event as determined jointly by the City Manager and the School District Superintendent or their respective designees.

The School District's activities will take place during the hours when the City's parks are open to the public.

5. Supervision of School District Activities. The School District shall provide appropriate supervision for all employees, participants, and spectators. No School District activities will occur at the Park without the presence of an individual designated by the School District as having supervisory responsibility. The City shall have no supervisory responsibilities for and during the use of the Park by the School District. The School District shall be solely responsible for determining the suitability of School District employees, agents, representatives, and volunteers to work with children.

School District employees overseeing soccer practices and matches will be trained and required to follow AED emergency procedures.
6. Monetary Compensation. The School District is not required to remit any funds to the City for its use of the Park as provided for in this Agreement.

7. School District Maintenance Responsibilities.

- (a) Generally. The School District agrees to repair any damages to Park facilities or property caused by the School District's use of such facilities or to replace any equipment so damaged which is beyond repair taking into consideration normal wear and tear.
- (b) Turf Maintenance. The School District shall be fully responsible for turf maintenance (mowing, seeding, fertilizing and cleaning) of the Park, except for the Dog Park Area and for seeding, fertilizing and cleaning on the three small ball diamonds. The School District shall comply with requirements of the Illinois Lawn Care Products Application and Notice Act, 415 ILCS 65/1 *et seq.*
- (c) Concession Stand and Restroom Building. From August 1st through March 31st of each year of this Agreement, the School District shall be responsible for cleaning, maintenance, and routine repairs of the Concession Stand/Restroom Building. From April 1st through July 31st, the School District shall share use of the Concession Stand/Restroom building with the City, including maintenance and expenses during this period each year.
- (d) Lights. The School District shall maintain and repair all lights at the Park, with the exception of the field lights for the 3 small ball diamonds.

8. City Maintenance Responsibilities. The City shall be responsible for maintenance of the following:

- (a) lights at the 3 small ball diamonds,
- (b) preparing the 3 small ball diamonds for games during the period April 1 through July 31 of each year,
- (c) the portion of the Park irrigation system serving the three small ball diamonds,
- (d) with School District assistance, removing the fence around the large ball diamond and the south fence of the north football field,
- (e) with School District assistance, removing goal posts from the football field, and
- (f) the dog park area,
- (g) from April 1st through July 31st, the City shall may use the Concession Stand/Restroom building with the School District and share maintenance and expenses with the School District during this period each year; and

9. Park Improvements by the School District. At its sole expense, the School District may modify the north football field and southwest baseball field for use by the School District's soccer teams. The modifications may include re-grading the fields and moving and/or adjusting fences, light poles, and irrigation infrastructure. The School District may install bleachers and replace and/or install scoreboards. All plans must be submitted to and approved in writing by the City Engineer before any modifications are made.

Upon the expiration of this Agreement, all improvements installed pursuant to this Agreement shall become the property of the City.

10. Concessions. Concessions may be operated by the School District. The School District agrees that the use of concession stand will be kept to a minimum and in no case used for private profit unless specifically approved by the City. From April 1st through July 31st, the Parties shall coordinate use and operation of the concessions stand.
11. Utilities. The City shall pay all utility expenses for the Park. The School District shall reimburse the City its share of utility expenses (excepting any estimated costs incurred because of the public use of the three small ball diamonds) within forty-five days of receipt of a written reimbursement request from the City.
12. Garbage Removal. The School District shall pay all garbage disposal costs for the Park. During the period April 1st through July 31st of each year, the City shall reimburse the School District fifty percent (50%) of such garbage disposal costs within forty-five days of receipt of a written reimbursement request from the School District.
13. Insurance. The School District shall furnish the City with evidence of liability insurance in the amount of \$1,000,000 (One Million Dollars) per occurrence covering the School District's activities contemplated by this Agreement. The insurance shall be written by a company rated by Standard & Poor's rating group as B+ or better or as otherwise determined to be acceptable by the City. A Certificate of Insurance shall be provided to the City when this Agreement is executed by the School District. The insurance policy shall provide for a thirty (30) day "prior notice of changes or termination" provision in favor of the City. The City and its elected and appointed officials, agents and employees shall be named as additional insureds on the policy. The School District shall provide an updated Certificate of Insurance each year during the term of this Agreement.
14. No Assignment. The School District may not assign, transfer, rent, or sublease any of the rights granted to it pursuant to the terms of this Agreement without the prior written consent of the City.
15. Opportunity to Cure. In the event of an alleged breach of any term of this Agreement by one Party, it shall be the obligation of the other Party to provide written notice of such alleged breach and the Party alleged to have breached the Agreement shall be allowed a reasonable time to cure the alleged breach. The reasonableness of the time within which such alleged breach is to be cured shall be determined by the circumstances and nature of the alleged breach but shall not exceed thirty (30) days. If the alleged breach is not cured within a reasonable time, this Agreement shall, at the election of the Party giving notice of such breach, be terminated (except for the obligations of each Party to indemnify, defend and hold harmless the other party from and against any claims as provided in this Agreement) and the rights of the Parties upon such termination shall be as set forth herein as if the Agreement and expired by the passage of time.
16. Notices. All notices shall be in writing. Unless otherwise provided, a notice shall be deemed to be received by a Party (a) on the date of personal service; (b) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (c) on

the next business day if sent by overnight delivery service (e.g. Federal Express) with all fees prepaid. Notice may be sent via facsimile to a facsimile number provided or to a provided e-mail address, however, notice sent via facsimile or e-mail shall be followed by notice delivered by a means identified in (a) through (c) unless such additional notice is waived in writing by the Party receiving the notice by facsimile or e-mail. If notice is effected by facsimile or e-mail, notice shall be deemed received on the date the receiving Party provides written notification to the other Party that a delivery of notice by supplemental means is not required.

Notices shall be addressed as follows:

If the City:

City of Streator
ATTN: City Manager
204 S. Bloomington Street
Streator, IL 61364
Telephone: 815-672-2517
Facsimile: 815-672-7566

If to the School District:

Streator Township High School District # 40
ATTN: Superintendent
202 W. Lincoln Avenue
Streator, IL 61364
Telephone: 815-672-0545
Facsimile: 815-673-3637

or to such other party or address as any Party hereto may from time to time designate in a written notice to the other Party.

17. Indemnification.

- (a) To the extent permitted by law, the City shall indemnify, defend and hold harmless the School District from any claim against the School District for property damage or personal injury or death or any other claims, demands or actions arising out of any alleged wrongful act or omission on the part of the City in connection with the performance of the City's duties and obligations under this Agreement or use of the facilities. The words "claim" or "claims" as used in this section include, but are not limited to, reasonable attorney fees expended by the School District, and the cost and expenses of litigation or settlement arising from any such claim. For the purposes of this section, the School District includes the Board of Education, its members, employees, officers and agents in their official and individual capacities. In this connection, each party shall name the other party as an additional insured party on each party's general liability insurance policy and, upon request, each party shall provide the other party with evidence of such insurance coverage.
- (b) Likewise, to the extent permitted by law, the School District shall indemnify, defend and hold harmless the City from any claim made against the City for property damage or personal injury or death or any other claims, demands or actions out of any alleged wrongful act or omission on the part of the School District in connection with the performance of the School District's duties and obligations under this Agreement or use of the School District facilities. For the purposes of this section, the City includes the City Council, and its members, employees, officers and agents in their official and

individual capacities. In this connection, each party shall name the other party as an additional insured party on each party's general liability insurance policy and, upon request, each party shall provide the other party with evidence of such insurance coverage.

18. Entire Agreement. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the Parties concerning the subject matter of this Agreement.
19. Amendments. This Agreement may only be amended by written modification executed by duly authorized representatives of the Parties.
20. No Waiver. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
21. Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the Agreement may be enforced with any such provision severed or as modified by the court.
22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail shall be as effective as delivery of a manually signed counterpart to this Agreement.

IN WITNESS WHEREOF, the City and the School District have caused this Agreement to be executed by their duly designated officers the date and year set forth on page 1.

City of Streator, Illinois

Board of Education of Streator
Township High School District No. 40

By: _____
David S. Plyman,
City Manager

By: _____
Steven Biroshik,
Board President

Attest: _____
Patricia L. Henderson,
City Clerk (SEAL)

Attest: _____
Dr. Earl Woeltje
Board Secretary (SEAL)