

**AN INTERGOVERNMENTAL AGREEMENT REGARDING A FEASIBILITY
STUDY OF THE POTENTIAL REHABILITATION, RENOVATION AND/OR
REDEVELOPMENT OF THE RIVER FOREST CIVIC CENTER AUTHORITY
BUILDING**

This **INTERGOVERNMENTAL AGREEMENT REGARDING A FEASIBILITY STUDY OF THE POTENTIAL REHABILITATION, RENOVATION AND/OR REDEVELOPMENT OF THE RIVER FOREST CIVIC CENTER AUTHORITY BUILDING** ("Agreement") is entered into this _____ day of _____, 2018 by and between whichever of the following entities have approved and executed this Agreement on or before June 1, 2018: the Village of River Forest ("Village"), the River Forest Township ("Township"), the River Forest Park District ("Park District"), and the River Forest Public Schools District 90 ("School District"), the River Forest Civic Center Authority ("Civic Center Authority"), the River Forest Public Library ("Library"), and the River Forest Community Center, an Illinois not-for-profit corporation ("Community Center NFP"). The entities that have approved this Agreement on or before June 1, 2018 are sometimes individually referred to in this Agreement as a "Party," and collectively referred as the "Parties."

WITNESSETH

WHEREAS, the Civic Center Authority was formed to acquire and maintain a facility (1) for the use and enjoyment of the River Forest residents and the residents of surrounding communities; (2) to provide offices for the Township; and, (3) to assist the Township in providing youth services, senior citizen services and services for the mentally and developmentally challenged, as well as other statutory purposes of the township and 4) for the purpose of securing a permanent home for the River Forest Community Center, NFP;

WHEREAS, the Civic Center Authority acquired and developed the facility located at 8020 Madison Street, River Forest, Illinois (the "Civic Center Authority Building") for those purposes and has owned and maintained the Building for those purposes since 1993;

WHEREAS, the Civic Center Authority does not have the authority to levy property taxes;

WHEREAS, the River Forest Community Center is a not-for-profit organization which provides recreational, social, and educational programs for residents of the Village and surrounding communities, and is located at 8020 Madison Street, River Forest, Illinois ("Community Center"); and

WHEREAS, the Community Center has been the principal lessee of the Civic Center Authority Building since April 1, 1993 and has generated revenue and income from its activities and programs that have been used to defray the costs of maintaining, repairing and improving the Civic Center Authority Building without the use of any

property tax revenues of the Township or of any other taxing body in River Forest since that time;

WHEREAS, the Parties are all invested in the continued operation and maintenance of the Civic Center Authority Building and in the activities and programs offered by the Township and Community Center and recognize that the Civic Center Authority Building and these activities and programs are a valuable resource for residents of River Forest and surrounding communities;

WHEREAS, the Parties all believe that the Civic Center Authority Building could provide additional opportunities for the other governmental agencies in River Forest to offer additional programs and services if there was additional space either created in the Building or in another facility maintained and operated by the Civic Center Authority;

WHEREAS, the Parties share a common interest in providing services and programs to the residents of the Village residents in a cost-effective manner;

WHEREAS, the State of Illinois has adopted tax increment financing pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time ("TIF Act").

WHEREAS, pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinances 3630, 3631 and 3632, adopted on November 28, 2016, the Village formed the River Forest Madison Street TIF District ("Madison Street TIF District") as a TIF district, for a twenty-three (23) year period;

WHEREAS, the Civic Center Authority Building and the Community Center NFP are located within the boundaries of the Madison Street TIF District; and

WHEREAS, pursuant to and in accordance with the TIF Act and the Ordinances establishing the TIF District, the Village is empowered under Section 4(b) of the TIF Act, 65 ILCS 5/11-74.4-4(b), to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Madison Street TIF District Redevelopment Plan and Project; and

WHEREAS, the Parties desire to undertake a feasibility study of the Civic Center Authority Building, in order to determine how a renovated, expanded or new building and property may best continue to serve the residents of the Village ("Feasibility Study"); and

WHEREAS, the Parties desire to do so in furtherance of the Redevelopment Plan and Project for the Madison Street TIF District; and

WHEREAS, the Parties desire to have the cost of the Feasibility Study paid for with funds from the Madison Street TIF District fund, per Section 3(q)(1) of the TIF Act, 65 ILCS 5/11-74.4-3(q)(1), in accordance with the terms of this Agreement; and

WHEREAS, the Parties desire to memorialize their respective obligations with regard to the Feasibility Study in this Agreement; and

WHEREAS, the Parties do not desire to authorize the study of the consolidation or merger of any unit of government in this Agreement; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Compiled Statutes, including, but not limited to, 5 ILCS 220/1, *et seq.*, authorize intergovernmental cooperation and agreement by and between the Parties with respect to the subject matter hereof; and

WHEREAS, it is in the best interest and general benefit of the residents of the Village that this Agreement be entered into to memorialize the Parties' respective obligations regarding the Feasibility Study, and it is in the Parties' best interests to study the potential rehabilitation, renovation and/or redevelopment of the Civic Center building;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals hereto, as set forth above, are incorporated herein by reference and are made part hereof.

2. **PURPOSE.** The purpose of this Agreement is to memorialize the obligations of the Parties regarding the Feasibility Study.

3. **FEASIBILITY STUDY OBLIGATIONS.**

A. **SCOPE OF FEASIBILITY STUDY:** The Feasibility Study shall include analyses and evaluations of:

i. The space, facilities and physical resources needed to build a new Civic Center building, taking into account the needs of the Parties and the needs of other entities that use existing Community Center programs and the Civic Center building.

ii. The size and scope of redeveloping and expanding the existing Civic Center building to accommodate more programs and more space sharing at its current location, including square footage, height, parking, bulk regulations and a preliminary cost estimate.

iii. The size and scope of demolishing the existing Civic Center building and constructing a new Civic Center building at its existing location, including square footage, height, parking, bulk regulations and a preliminary cost estimate.

iv. The size and scope of building a new Civic Center building at an alternate location, including square footage, height, parking, bulk regulations, potential locations and a preliminary cost estimate.

V. Provide preliminary architectural rendering of options deemed most feasible.

B. VILLAGE'S OBLIGATIONS. The Village shall:

i. Issue a request for proposals, or request for qualifications, for the Feasibility Study on or before July 1, 2018.

ii. Obtain the Feasibility Study, by entering into an agreement, or agreements, as the Village determines is necessary to undertake and complete the Feasibility Study.

iii. Pay for the Feasibility Study with funds from the Madison Street TIF District fund. The Village's obligation to obtain the Feasibility Study is contingent upon there being adequate funds in the Madison Street TIF District fund to pay for the Feasibility Study, unless the Village determines, in its sole discretion, to obtain the Feasibility Study notwithstanding a lack of funds in the Madison Street TIF District fund.

iv. Have the Feasibility Study completed on or before December 31, 2018.

v. Distribute the Feasibility Study to the Parties.

vi. Study and plan for the future of the Civic Center building in cooperation with the Parties.

C. OBLIGATIONS OF PARTIES OTHER THAN THE VILLAGE. The Parties other than the Village shall:

i. Cooperate and provide input to the creation of the Feasibility Study.

ii. Receive and review the Feasibility Study.

iii. Study and plan for the future of the Civic Center building in cooperation with the Parties.

D. GENERAL OBLIGATIONS.

i. Each Party shall perform its obligations under this Agreement in a reasonably timely manner, considering the resources available to the Party.

ii. Each Party shall perform its obligations under this Agreement using its reasonable best efforts, considering the resources available to the Party.

iii. The costs and expense of the Parties' obligations hereunder shall be paid for solely by the Party with the obligation, it being the intent of the Parties that no Party shall be required to reimburse another Party for the other Party's performance of its obligations under this Agreement, except as otherwise set forth herein.

4. **NO THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

5. **NOTICES.** Notice or other writings which a Party is required to, or may wish to, serve upon another Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the chief administrative officer of the Party at the Party's headquarters, or at such other address as a Party may designate, from time to time. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

6. **COUNTERPARTS.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

7. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the subject matter herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

8. **MODIFICATION.** This Agreement may be modified or amended by mutual written consent of the corporate authorities of the Parties hereto.

9. **VALIDITY.** If any provision or provisions of this Agreement, or the application of any provisions to any person or circumstance is held invalid, the invalidity of that provision or circumstance shall not affect the other provisions of this Agreement, which other provisions shall remain in full force and effect.

10. **TERM OF AGREEMENT.** This Agreement shall continue in full force and effect until March 31, 2019 or terminated by any Party upon ninety (90) days prior written notice to the other Parties, which termination may be made with or without cause. The termination of this Agreement by a Party shall terminate this Agreement by and between all the Parties.

11. **VENUE AND APPLICABLE LAW.** This Agreement, and all matters or issues relating to the interpretation, validity, performance and enforcement of it, shall be governed by the laws of the State of Illinois applicable to contracts performed entirely within this state. The Parties agree for the purpose of any litigation or proceeding brought with response to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois, as the case may be. The Parties consent and agree to submit to the jurisdiction of such court, as the case may be, for the purpose of any such litigation or proceeding.

12. **OTHER DOCUMENTATION.** The Parties shall take such other steps and execute such other documents as shall be reasonably requested by a Party necessary or advisable to accomplish the intent of this Agreement.

13. **EFFECTIVE DATE.** This Agreement shall be deemed dated, and shall become effective, on the date on which the last of the Parties executes this Agreement.

IN WITNESS WHEREOF, each of the Parties, pursuant to authority granted by their respective corporate authorities, have caused this Agreement to be executed and attested to.

VILLAGE OF RIVER FOREST

RIVER FOREST TOWNSHIP

By: _____
President

By: _____
Supervisor

ATTEST:

ATTEST:

Clerk

Dated: _____, 2018

RIVER FOREST PARK DISTRICT

By: _____
President

ATTEST:

Secretary

Dated: _____, 2018

**RIVER FOREST CIVIC CENTER
AUTHORITY**

By: _____
Manager

ATTEST:

Secretary

Dated: _____, 2018

RIVER FOREST COMMUNITY CENTER

By: _____
Chairman

Clerk

Dated: _____, 2018

**RIVER FOREST SCHOOLS DISTRICT
90**

By: _____
President

ATTEST:

Secretary

Dated: _____, 2018

RIVER FOREST PUBLIC LIBRARY

By: _____
President

ATTEST:

Secretary

Dated: _____, 2018

ATTEST:

Secretary

Dated: _____, 2018

DRAFT