

# Request for City Council Action

**Date:** September 11, 2012

<b>Agenda Section:</b> General Business  <b>No.</b> 5	<b>Originating Department:</b> City Manager
<b>Item:</b> Resolution Authorizing the City Manager to Execute a Contract With the Carbondale Park District  <b>No.</b> 5.2	

**Background:**

At the May 1, 2012 City Council meeting, the Carbondale Park District was awarded \$10,000 in City funds to utilize in their capital fund raising campaign towards the construction of a new Aquatics Center. On August 7, 2012, Mayor Fritzler proposed providing an additional \$90,000 bringing the total to \$100,000. The proposal was referred to the Carbondale Convention and Tourism Bureau for review and recommendation.

The new Board of Directors of the Carbondale Convention and Tourism Bureau has met and reviewed the recommendation from Mayor Fritzler and is recommending that the Park District be granted a total of \$60,000 in FY2013 and \$20,000 per year in FY2014 and FY2015, bringing the total award to \$100,000. It is anticipated that approximately \$60,000 of hotel/motel tax revenue will not be utilized in FY 2013 for tourism related expenses due to the services with Carbondale Convention and Tourism Bureau only being for nine months (August through April).

**Recommended Action:**

It is recommended that the City Council pass a resolution authorizing the City Manager to execute a contract with the Carbondale Park District.

Engineering Approval Obtained	Finance Approval Obtained	Legal Approval Obtained	Approval Obtained	Manager's Approval Obtained
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Council Action: Motion by \_\_\_\_\_ 2nd by \_\_\_\_\_ to \_\_\_\_\_

**RESOLUTION NO. 2012-R-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT WITH CARBONDALE PARK DISTRICT**

**WHEREAS**, the City of Carbondale, Illinois, is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

**WHEREAS**, pursuant to Article VII, Section 6(a) of the Illinois Constitution, 1970, the City of Carbondale may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public, health, safety, morals and welfare; and

**WHEREAS**, the City of Carbondale has requested that Carbondale Park District provide services that will benefit the citizens of the City of Carbondale; and

**WHEREAS**, the City's FY 2013 budget currently provides financial support to Carbondale Park District in the amount of \$10,000 and the proposed FY 2013 will add an additional \$50,000 for a total of \$60,000 during FY 2013, and an additional proposed \$20,000 for FY2014, and a final proposed \$20,000 for FY 2015 in exchange for services provided under the terms and conditions of an Agreement, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the City Council of the City of Carbondale finds that the services procurable from and the financial support to the Carbondale Park District are appropriate and necessary, and in the best interests of the City of Carbondale; and

**WHEREAS**, the City's proposed FY 2013 budget provides for the funding for certain community organizations, specifically: Carbondale Park District; and

**WHEREAS**, the contractual services requested from Carbondale Park District is services which are economically procurable from only one source for each type of service, thereby creating an exception to the formal bidding process in accordance with Section 1-6-13(E)(1); and

**WHEREAS**, the City Council of the City of Carbondale finds that the services procurable from Carbondale Park District is appropriate and necessary, and in the best interests of the City of Carbondale.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARBONDALE, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** That subject to the City's approval of the FY 2013 budget, the City Council of the City of Carbondale hereby authorizes the City Manager to enter into an Agreement with the Carbondale Park District for the purpose of procuring the organization's services in consideration for the funding amount of \$90,000.00, as set out in the Agreement attached hereto and made a part hereof as Exhibit A.

**SECTION 2.** That the City Manager is hereby authorized to execute and the City Clerk is hereby authorized to attest to the contract herein authorized above and referred to herein.

**SECTION 3.** That the City Manager of the City of Carbondale is hereby authorized to and shall take any and all reasonable, necessary and proper action to carry out the intent and purposes of this Resolution.

**SECTION 4.** That this Resolution be spread at length upon the minute records of the City Council of the City of Carbondale, Illinois.

This Resolution is adopted at a regular meeting of the City Council of the City of Carbondale, Illinois on the 11<sup>th</sup> day of September, 2012.

APPROVED: \_\_\_\_\_  
Joel Fritzler, Mayor

FOR: \_\_\_\_\_  
AGAINST: \_\_\_\_\_  
PASSED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
RECORDED: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Rachael E. Moore, City Clerk

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
P. Michael Kimmel, City Attorney

**CONTRACT BETWEEN THE CITY OF CARBONDALE  
AND CARBONDALE PARK DISTRICT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and effective May 1, 2012, by and between the City of Carbondale, Illinois, a municipal corporation, hereinafter referred to as “City,” and Carbondale Park District, a not-for-profit corporation, organized and existing under the laws of the State of Illinois, and hereinafter referred to as “Park District.”

WITNESSETH:

WHEREAS, the City Council of the City of Carbondale has determined that the health, welfare and safety of the citizens of the City of Carbondale require that certain services be offered to persons residing within the City; and

WHEREAS, the City Council of the City of Carbondale has determined that providing those services listed hereinbelow to the citizens of the City of Carbondale pertains to the governmental affairs of the City of Carbondale, and improves the health, welfare and safety of the citizens of the City of Carbondale; and

WHEREAS, Park District applied for and obtained a \$2,500,000.00 matching grant to fund a community aquatics center in Carbondale; and

WHEREAS, In order to obtain the \$2,500,000.00 grant, the Park District has to raise approximately \$900,000.00 for construction of the aquatics center; and

WHEREAS, the City previously provided \$10,000.00 toward the matching grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. The Park District hereby agrees to utilize a \$2,500,000.00 matching grant, for the sole purpose of a aquatics center located within the City of Carbondale.

Section 2. The City hereby agrees to pay the Park District the amount of Ninety Thousand and 00/100 Dollars (\$90,000.00) payable as follows:

- (a) \$50,000.00 upon the execution of this Agreement by both parties to be used solely for matching funds to help pay the required \$900,000.00 match as a condition of the \$2,500,000.00 grant obtained by the Park District.

- (b) \$20,000.00 to be paid on or after May 1, 2013, being the start of FY2014, to be used solely for matching funds to help pay the required \$900,000.00 match as a condition of the \$2,500,000.00 grant obtained by the Park District.
- (c) The remaining \$20,000.00 to be paid on or after May 2, 2014, being the start of FY2015, to be used solely for matching funds to help pay the required \$900,000.00 match as a condition of the \$2,500,000.00 grant obtained by the Park District.

Section 3. It is agreed that if the Park District is unable to fully fund the matching grants, and therefore, does not obtain adequate money to construct the community aquatic center and obtain the full \$2,500,000.00 matching grant, then, in that event, the Park District will return to the City \$90,000.00 or that part of it paid to the Park District which was not used to match funds from the grant and the City will not be required to make any further payments under this Agreement.

Section 4. This Agreement shall be in effect as of the 1<sup>st</sup> day of May, 2012, until the 30<sup>th</sup> day of April, 2016, at which time it shall automatically terminate. However, if the Park District breaches any terms or conditions of this Agreement, then the City may terminate this Agreement upon submitting written notice of said breach and intent to terminate to the Park District no less than ten (10) days prior to such termination.

Section 5. The Park District and the City hereby agree that the Park District is an independent Contractor, that it is not an agent or division of the City of Carbondale, nor is it connected in any manner or way with the City of Carbondale.

Section 6. The Park District agrees that at all times during the term of this Agreement and thereafter, it shall indemnify the City against and save the City harmless from and against all claims, suits, damages, costs, losses, and expenses in any manner resulting from, arising out of, or connected in any way with this Agreement and from any injury occurring in any way to the Park District, its agents, employees, invitees, or volunteers.

Section 7. The Park District further agrees to provide worker's compensation insurance in an amount sufficient to cover its employees, to acquire general liability insurance in an amount sufficient to cover the risks of the Park District resulting from this Agreement and to provide the City with proof thereof prior to the time this Agreement takes effect, the provisions of this Section being required to be met prior to the time the Agreement goes into effect.

Section 8. The Park District shall comply with the ordinances and policies of the City of Carbondale and shall not discriminate in any manner against any resident of the City of Carbondale concerning the equal opportunity for all residents of the City.

Section 9. The Park District agrees to provide the services required herein to the citizens of the City of Carbondale to the best of the Park District's ability and in a good workmanlike manner.

Section 10. This Agreement is binding upon the parties hereto and any successors. This Agreement cannot be assigned and the Park District hereby covenants that it will not assign or attempt to assign this Agreement. Any attempt on the part of the Park District to assign the Agreement will terminate it. The Park District, and its agents or representatives who sign this Agreement, warrant that the Park District is authorized to enter into this Agreement, and that they are duly authorized to execute said Agreement on behalf of the Park District.

IN WITNESS HEREOF, and upon execution below, the parties do hereby agree to abide by the terms and conditions provided within this Agreement and have executed this Agreement in duplicate on the date stated above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CARBONDALE

BY: \_\_\_\_\_  
Kevin Baity, City Manager

ATTEST: \_\_\_\_\_  
Rachael E. Moore, City Clerk

CARBONDALE PARK DISTRICT

BY: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary