

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-20-12 A RESOLUTION AUTHORIZING THE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH SCHOOL DISTRICT NO. 7 FOR THE WARD 2 & 3 STORMWATER PROJECT**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 19TH day of March, 2020



Lynn Curiale, City Clerk

Resolution #R-20-12

**A RESOLUTION AUTHORIZING THE APPROVAL OF AN
INTERGOVERNMENTAL AGREEMENT WITH SCHOOL DISTRICT NO. 7
FOR THE WARD 2 & 3 STORMWATER PROJECT**

Passed: March 19, 2020
Published in Pamphlet Form: March 20, 2020

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-20-12

**A RESOLUTION AUTHORIZING THE APPROVAL OF AN
INTERGOVERNMENTAL AGREEMENT WITH SCHOOL DISTRICT NO. 7
FOR THE WARD 2 & 3 STORMWATER PROJECT**

Passed and approved by the City Council of the City of Wood Dale on March 19, 2020
and hereby published in pamphlet on March 20, 2020



Lynn Curiale, City Clerk



RESOLUTION NO. R-20-12

A RESOLUTION AUTHORIZING THE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH SCHOOL DISTRICT NO. 7 FOR THE WARD 2 & 3 STORMWATER PROJECT

WHEREAS, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City intend to undertake a comprehensive Stormwater Project (the Project) designed to reduce flooding in Wards 2 & 3; and

WHEREAS, the Mayor and the City Council of the City seeks to enter into an Intergovernmental Agreement with School District No. 7 for the mutual benefit of the two parties in relation to the Project; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 19th day of March, 2020.

AYES: Alderman Jakob, Messina, Woods, Catalano, Sementino,

NAYS: MA Susmarski, E. Wesley

ABSENT: R. Wesley

APPROVED this 19th day of March, 2020.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE
AND WOOD DALE SCHOOL DISTRICT 7 FOR THE PHASE II STORMWATER
PROJECT NEAR WESTVIEW ELEMENTARY SCHOOL**

THIS INTERGOVERNMENTAL AGREEMENT, made this 19th day of March 2020, between the CITY OF WOOD DALE, a body corporate and politic, (hereinafter referred to as “City”) and the BOARD OF EDUCATION OF WOOD DALE SCHOOL DISTRICT 7, DuPage County, Illinois, an Illinois School District, organized and existing in accordance with the Illinois School Code, a body corporate and politic (hereinafter referred to as “School District 7”) (collectively referred to as the “Parties”),

W I T N E S S E T H:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities and further authorize units of local government to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by any law or by ordinance; and

WHEREAS, the City and School District 7 are public agencies, as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, because of the commonality of territory and population served, the City and School District 7 seek to cooperate in endeavors that benefit each other and the residents of both the City and the School District 7; and

WHEREAS, School District 7 owns property, commonly known as Westview Elementary School, located at the south west corner of Addison Road and Potter Street, with the

common address of 200 N. Addison Road, Wood Dale, which is depicted in Exhibit "A", attached hereto and incorporated herein by reference.

WHEREAS, the Westview Elementary School consists of a land area of approximately 32,320 square feet and is a public Elementary School; and

WHEREAS, the City is undertaking a comprehensive Stormwater Project which is designed to reduce and eliminate flooding in the area and to enhance the Stormwater System throughout the City; and

WHEREAS, the City has requested the use of the open, unimproved area of Westview School to install a portion of its Underground Detention System, including the installation of underground water storage pipes; and

WHEREAS, in exchange for the use and encumbrance of certain portions of the Westview Elementary School Property, the City has agreed to expand and improve the existing Parking Lot; and

WHEREAS, the improvements to the Parking Lot include the expansion of the existing Parking Lot, connecting the eastern and western Parking Lots and repaving and restriping the entire Parking Lot, consisting in the aggregate of approximately 52,000 square feet at the Westview Elementary School, as more fully depicted in Exhibit "B", attached hereto and incorporated herein by reference. The City acknowledges that the expansion contemplated herein is fully compliant with the City's Zoning Code and will not require any further approval from the City; and

WHEREAS, the Parties recognize that the Design of the Parking Lot improvements has not yet been completed during the current Phase of the Stormwater Project. The Parking Lot

Design will be substantially similar to the Concept Plan depicted in Exhibit “C”, attached hereto and incorporated herein by reference; and

WHEREAS, the surface structure of the Parking Lot shall be sufficient for use by heavy vehicles, School Buses and any such other equipment as School District 7 would require and shall be in accordance with the designed standards required for similar structures; and

WHEREAS, the Parking Lot Design, including the surface structure, is subject to review and final approval by School District 7, which approval shall not be unreasonably withheld; and

WHEREAS, the Parking Lot improvements contemplated herein may necessitate additional illumination for the safety and welfare of both vehicular and pedestrian traffic. The City will perform photometric analysis utilizing the existing lights and taking into consideration the contemplated Parking Lot improvements, to ensure that the Parking Lot lighting will be in compliance with generally accepted illumination standards; and

WHEREAS, to the extent any additional lighting is required to meet said illumination standards, the additional lighting structures and fixtures will be subject to review and final approval by School District 7, which approval shall not be unreasonably withheld, and the cost of which will be borne by the City; and

WHEREAS, the Parties understand that the scope of the Underground Detention System Project is significant and will be constructed in multiple Phases; and

WHEREAS, the Parties have acknowledged that the initial construction impacting School District 7 will consist of the installation of a stub on the area of the Potter Street right-of-way with use of the Temporary Construction Easement as defined in Exhibit “E” during the Summer of 2020 to be restored prior to classes resuming during Fall 2020; and

WHEREAS, the Parties recognize that the future work will include the installation of underground water storage pipes in the grass field adjacent to Westview Elementary School (as depicted in Exhibit "A", the "Field"), which Field will be restored by the City in the Fall of 2021 to its preconstruction condition; and

WHEREAS, the Design and Construction Schedule for said work has been agreed to by the Parties and is set forth in Exhibit "D", which is attached hereto and incorporated herein by reference; and

WHEREAS, in the event School District 7 expands Westview Elementary School, the City, to the extent that said expansion will not adversely impact the construction of the Underground Detention System installed on said Property; any additional surface water run-off created by any such future expansion is directed to the Underground Detention System; and is otherwise in full compliance with the DuPage County Stormwater Ordinance, City Code and generally accepted engineering standards; the City will permit School District 7 to connect to the Underground Detention System; and

WHEREAS, in order that the construction on the Underground Detention System Project can be performed, School District 7 agrees to provide a Temporary Construction Easement along Potter Street, in favor of the City, commencing in April, 2020 through September, 2022, as set forth more fully in the Temporary Construction Easement attached hereto and incorporated herein as Exhibit "E"; and

WHEREAS, as part of the Underground Detention System Project, and in exchange for the Parking Lot improvements, School District 7 agrees to grant, in favor of the City for the purpose of inspecting, maintaining, improving, and/or repairing the Underground Detention System, a Permanent Non-Exclusive Easement over a portion of the Westview Elementary

School Property, along Potter Street, as set forth more fully in the Permanent Easement, attached hereto and incorporated herein by reference as Exhibit "F"; and

WHEREAS, as part of the Underground Detention System Project and in exchange for the Parking Lot improvements, School District 7 agrees to dedicate a portion of the School District 7 Property for right-of-way to the City for purposes of accessing the area of the Permanent Easement described in Exhibit "F", as set forth more fully in the Plat of Dedication, attached hereto and incorporated herein as Exhibit "G"; and

WHEREAS, the Parties recognize that, once the Project is completed, the Underground Detention System Project will benefit the Westview School Property as well as the area surrounding Westview School.

NOW, THEREFORE, pursuant to their powers of intergovernmental cooperation and in consideration of the foregoing premises and the mutual promises, agreements, covenants, and grants hereinafter made, IT IS MUTUALLY AGREED between the City and School District 7, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth.

Section 2. Term. This Agreement, shall commence on March 1, 2020, and terminate at 12:00 o'clock midnight on September 30, 2022. This term may be extended pursuant to the written agreement of the Parties.

Section 3. City Responsibilities. The City shall be responsible for the planning, engineering, design, bid, contract award, and construction of the Underground Detention System Project. The City shall select and contract with all contractors providing professional services for the Project at its sole discretion.

The City shall also be responsible for the restoration, construction, paving, and striping of the Westview School Parking Lot, as well as the restoration of any property disturbed from the construction on the Project.

The City will design the Parking Lot improvements, which design shall be substantially similar to the Concept Plan depicted in Exhibit "C", attached hereto and incorporated herein by reference. The Parking Lot Design will be subject to final approval by the District.

The City shall be responsible to ensure that the surface structure of the Parking Lot is sufficient for use by heavy vehicles, School Buses and any such other equipment as School District 7 would require and shall be in accordance with the designed standards required for similar structures

The City shall be responsible for the cost, if any, for additional lighting for the Parking Lot improvements to bring the lighting in compliance with generally accepted illumination standards.

The City shall also be responsible for the future operation and maintenance of the Underground Detention System facilities to be constructed in the grass field adjacent to Westview Elementary School and shall have access thereto for said purpose.

The City acknowledges and agrees that none of its activities relating to this Agreement will be conducted in a manner that will cause School District 7 to be unable to reasonably operate its educational and extracurricular programs at Westview Elementary School, including the pick-up and drop off of students on the property via school buses, nor impair the ability of employees working at Westview Elementary School to park their vehicles on the Westview property.

Section 4. School District 7 Responsibilities. School District 7 agrees to dedicate to the City a right of way across its property to access the property required for the Underground Detention System Project as depicted in Exhibit "G", along with a Temporary Construction Easement depicted in Exhibit "E", and the Permanent Easement depicted in Exhibit "F", both of which are necessary in conjunction with the Underground Detention System Project.

Section 5. Default. Any Party in breach of this Agreement shall have thirty (30) days to cure such breach after service of notice of such by the non-breaching Party. If the breach is not cured within such time, the breaching Party shall be deemed in default of this Agreement, and the non-breaching Party shall have any and all legal, equitable, and administrative remedies available to it against the breaching Party on account of said default. The breaching Party shall be obligated to pay all reasonable attorney's fees, court costs, witness fees and expenses, and other expenses of the non-breaching Party relating to an action of any kind by the non-breaching Party to enforce this Agreement. Any action to enforce this Agreement shall be brought in the Circuit Court of DuPage County.

Section 6. Insurance and Indemnification. The City shall be responsible for ensuring that any and all contractors working on the Underground Detention System Project on behalf of the City are properly insured, and shall require all contractors and subcontractors working at any time on School District 7 property to name Wood Dale School District 7, its Board of Education, officers, agents, and employees as Additional Insured on any and all insurance policies carried by contractors or subcontractors where the City is named Additional Insured. Evidence of compliance shall be provided via policy amendment or endorsement. Documentation of all such policy amendments and endorsements shall be delivered to School District 7 Superintendent at least ten (10) business days before any construction activities shall

begin. Regardless of the engagement of contractors or subcontractors to construct and install the Underground Drainage System, the City shall be and shall remain ultimately responsible for promptly performing any repairs to the landscape, parking lot, other surface area, or the facility located on the Property resulting from the work performed by the City on School District 7 Property.

The City shall indemnify and hold harmless Wood Dale School District 7, its Board of Education, its individual Board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any claim by or through the work contemplated by this Agreement, including future maintenance and repair work. This obligation shall survive the expiration of this Agreement and shall continue to apply any time the City performs, or causes to be performed, work on the Underground Detention System.

Section 7. Miscellaneous. Entire Agreement. This Agreement constitutes the entire agreement and understandings of the Parties with respect to this matter and supersedes all prior understandings and agreements.

A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and mailed prepaid by certified or registered mail to the appropriate addresses indicated below:

City of Wood Dale

Jeffrey Mermuys
City Manager
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191
jmermuys@wooddale.com

With Copy to: Patrick K. Bond
City Attorney
Bond, Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, IL 60187
patrickbond@bond-dickson.com

School District 7

John Corbett
Superintendent
School District 7
543 N. Wood Dale Road
Wood Dale, IL 60191
jcorbett@wdsd7.org

With Copy to: John Fester
Himes, Petrarca & Fester
180 N. Stetson, #3100
Chicago, IL 60601
jfester@edlawyer.com


- B. Complete Understanding. This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof, and there are no agreements or conditions, either oral or written, expressed or implied, between them other than as herein set forth
- C. Amendment. This Agreement may be amended at any time, provided such amendment is in writing and approved by the corporate authorities of both Parties.
- D. Binding. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties as if they were parties to this Agreement.
- E. Assignment. Neither Party shall have the right to assign this Agreement without the prior written consent of the other Party.
- F. Validity. The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is

determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed, and this Agreement shall remain in full force and effect with that provision severed or modified by court order.

- G. Strict Performance. The failure of any Party to this Agreement to require strict and prompt performance of the terms, covenants, agreements and conditions contained herein, 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.
- H. Governing Law. This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
- I. Counterparts. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.


CITY OF WOOD DALE


Annunziato Pulice, Mayor

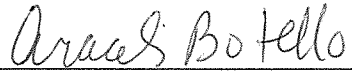
ATTEST:


Lynn Curiale, City Clerk

WOOD DALE SCHOOL DISTRICT 7


Joe Petrella, Board President

ATTEST:



Araceli Botello, Secretary

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Exhibit A

**Westview Elementary School
200 N. Addison Road
Wood Dale, IL**

EXHIBIT A

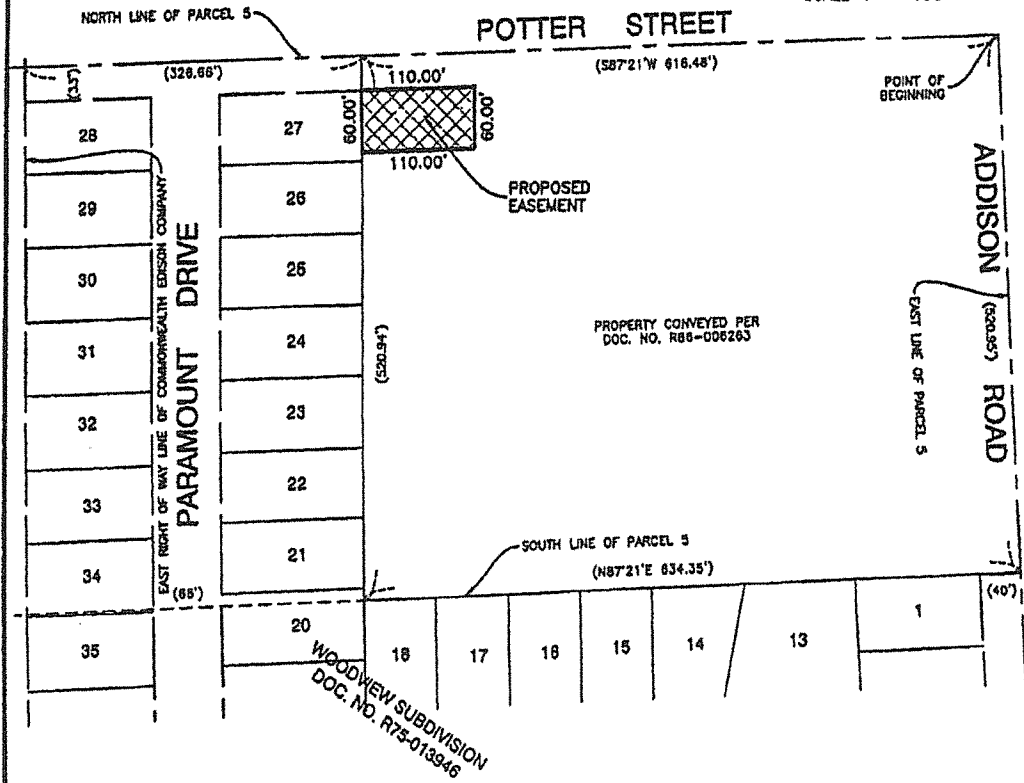
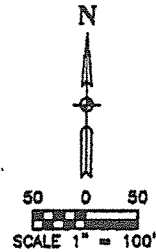
PROPOSED EASEMENT

THE SOUTH 60.00 FEET OF THE NORTH 83.00 FEET OF THE WEST 110.00 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF PARCEL 6 IN DEARLOW'S PLAT OF SURVEY, RECORDED MARCH 28, 1848 AS DOCUMENT 864893 AND RUNNING THENCE SOUTH 87 DEGREES 21 MINUTES WEST ALONG THE NORTH LINE THEREOF 616.48 FEET TO A POINT 328.66 FEET EAST OF THE EAST RIGHT OF WAY LINE OF COMMONWEALTH EDISON COMPANY; THENCE SOUTH PARALLEL WITH SAID EAST LINE 520.84 FEET; THENCE NORTH 87 DEGREES 21 MINUTES EAST 834.35 FEET TO THE CENTER LINE OF ADDISON ROAD; THENCE 820.95 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AREA OF EASEMENT = 6,600 SQUARE FEET

AFFECTS PIN 03-16-117-003-0000

PROPERTY COMMONLY KNOWN AS:
200 N ADDISON ROAD
WOOD DALE, IL 60191

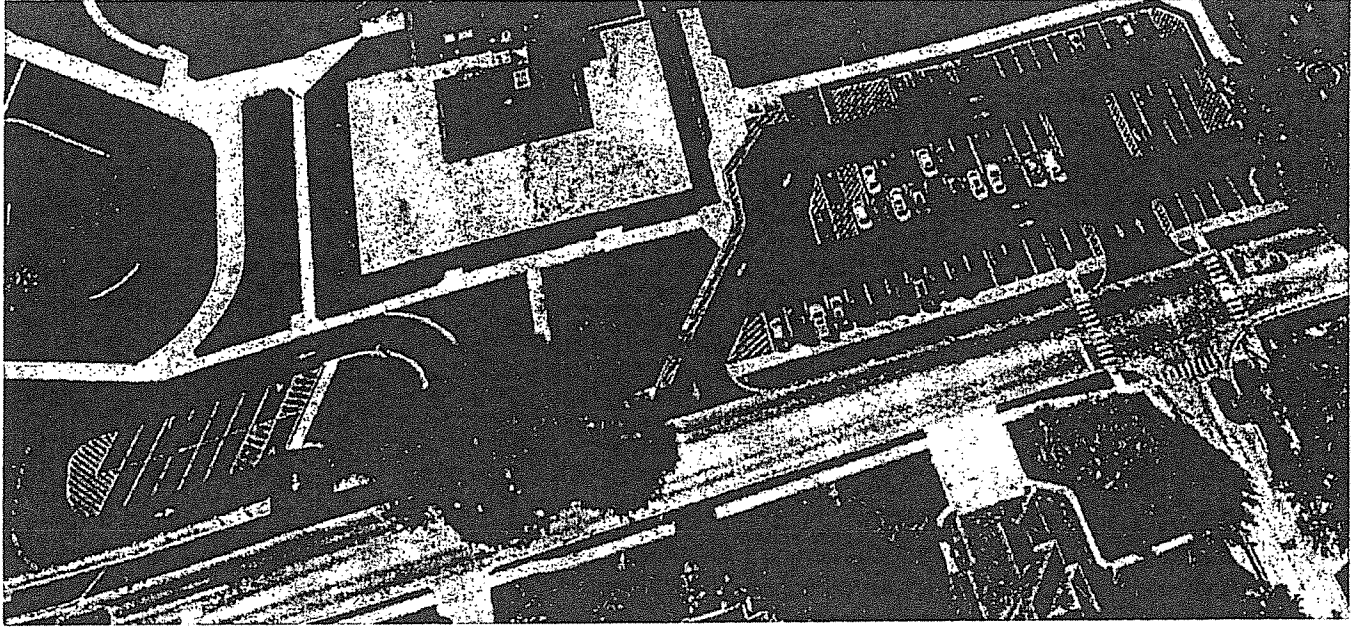


- Notes:
1. (XXX.XX') Denotes record dimensions or dimension computed from record dimension values
 - XXX.XX' Denotes measured dimension or dimension computed from measured dimension values.



Exhibit B

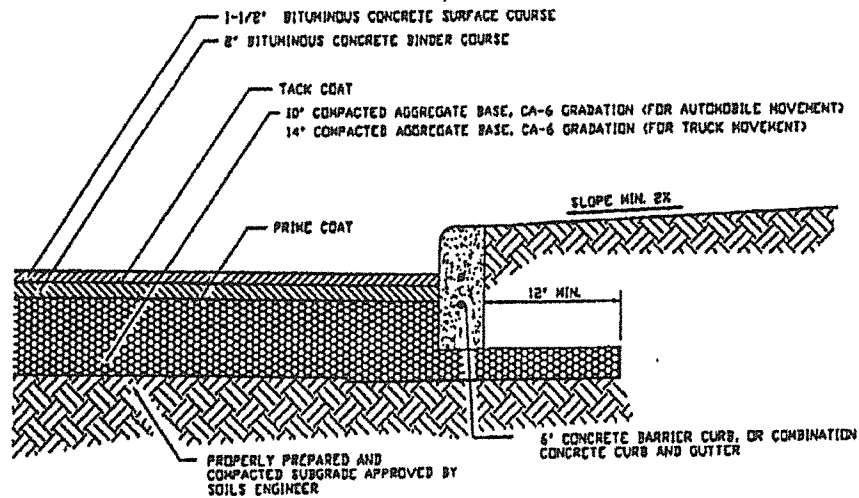
Westview Elementary Parking Lot Improvements



Parking Lot Construction Details

The western parking lot and the newly constructed parking lot will be completely reconstructed, including curb replacement, in accordance with the Design Standard set forth below. The construction consists of approximately seventy-five percent (75%) of the lot west of the School. The additional parking area between the east and west lots will be new construction using the City's minimum Design Standard. The eastern lot will be resurfaced to the same specifications, including any required base patching, designed to match the existing pavement cross section, or City Standards, whichever is greater.

The final Striping Plan will be determined based upon the recommendation of the Project Engineers, with the input of the District in order to maximize the parking area and to facilitate the provision of handicapped stalls.



FLEXIBLE PAVEMENT

GENERAL NOTES:

1. DIMENSIONS SHOWN ARE MINIMUM VALUES. SOIL ANALYSIS AND TRAFFIC COUNTS SHALL BE USED FOR DETERMINING REQUIRED PAVEMENT SECTION.
2. INTEGRAL CURB AND GUTTER SHALL NOT BE PERMITTED WITH RIGID OR COMPOSITE PAVEMENTS.
3. THE FOLLOWING MATERIALS ARE ACCEPTABLE AS BASE COURSE ALTERNATIVES: BITUMINOUS AGGREGATE MIXTURE (BAM) AND P.C. CONCRETE.

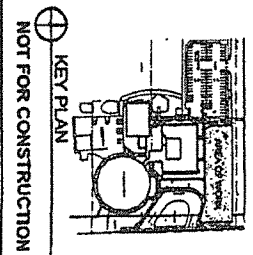
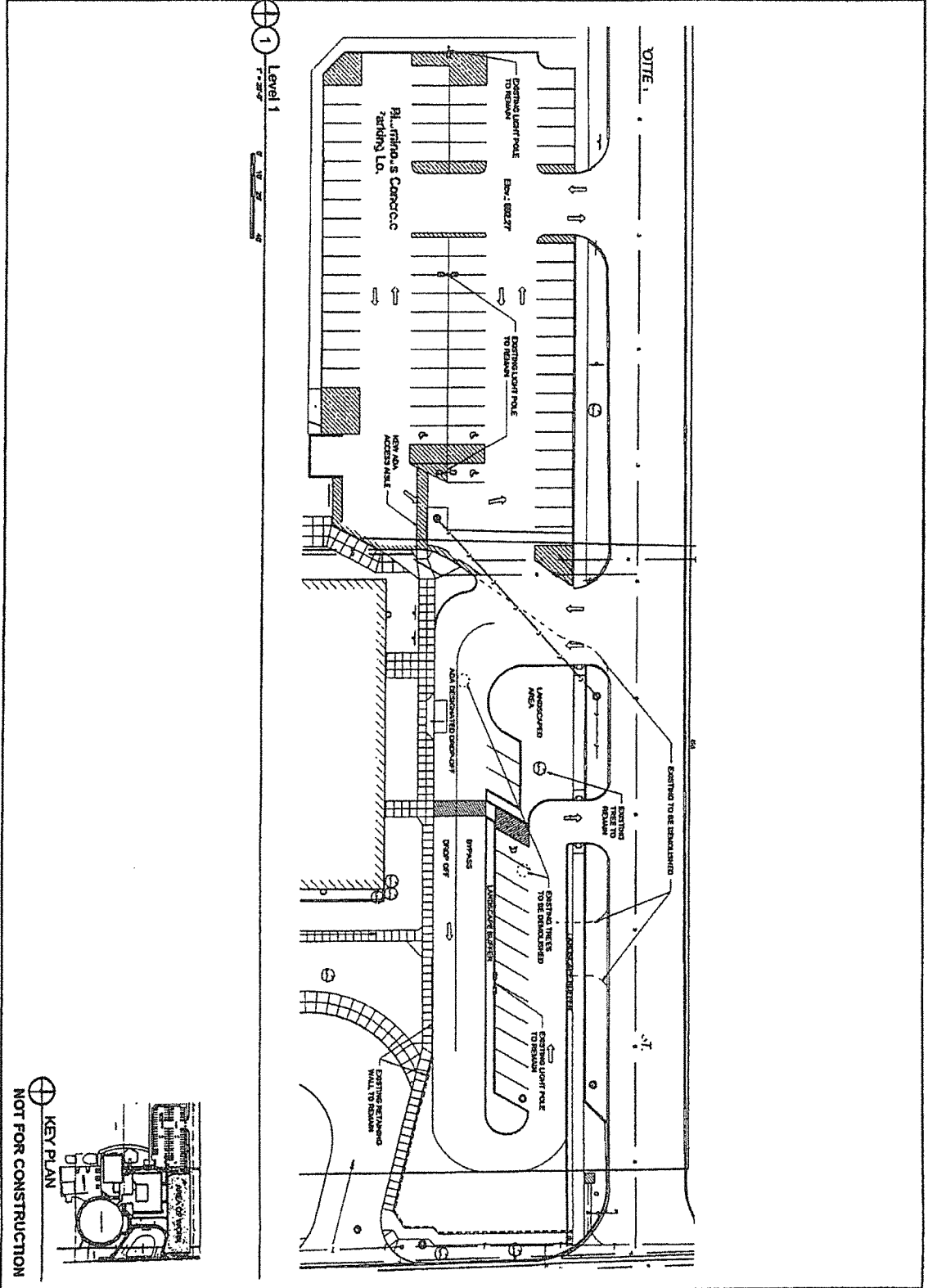
REV.:	REV.:
REV.:	REV.:
DRAWN BY:	DATE: 4-3-18

TYPICAL PARKING LOT
PAVEMENT

CITY OF WOOD DALE
PAVEMENT 13

Exhibit C

Concept Plan



PROJECT NUMBER	184-002011
PROJECT NAME	WESTVIEW ELEMENTARY SCHOOL
PROJECT ADDRESS	200 N ADDISON RD, WOOD DALE, ILLINOIS 60191
PROJECT OWNER	WOOD DALE SCHOOL DISTRICT 7
PROJECT ARCHITECT	GREEN ASSOCIATES
PROJECT ENGINEER	GREEN ASSOCIATES
PROJECT DATE	4/25/2015
PROJECT SCALE	1/8\"/>

WESTVIEW SCHOOL PAVING REVIEW
 WESTVIEW ELEMENTARY SCHOOL
 200 N ADDISON RD, WOOD DALE, ILLINOIS 60191
 WOOD DALE SCHOOL DISTRICT 7

DATE: 4/25/2015
 SCALE: 1/8\"/>

GREEN ASSOCIATES
 ARCHITECTURAL
 CONSTRUCTION SERVICES

PROJECT ARCHITECT
 GREEN ASSOCIATES, INC.
 184-002011
 200 N ADDISON RD, WOOD DALE, ILLINOIS 60191
 815-585-1111
 WWW.GREENASSOCIATES.COM

SITE PLAN

Exhibit D

Design and Construction Schedule

Summer 2020	Design Activities on School Property to include topographic field survey of Westview Elementary School property and 4-6 soil borings in the parking lot and/or grassy areas to be impacted by 2021 construction
	Construction activities within Potter Street ROW to include use of temporary easement in parking lot shown in Exhibit "D".
Spring 2021	Construction of new Parking Lot Improvements between two existing parking lots
Summer 2021	Construction of Underground Detention System Facilities on Westview School Property to be completed before Fall 2021 school year starts
Fall 2021	Final parking lot paving and ground restoration of areas impacted by Underground Detention System construction

Exhibit E

2020 Temporary Construction Easement

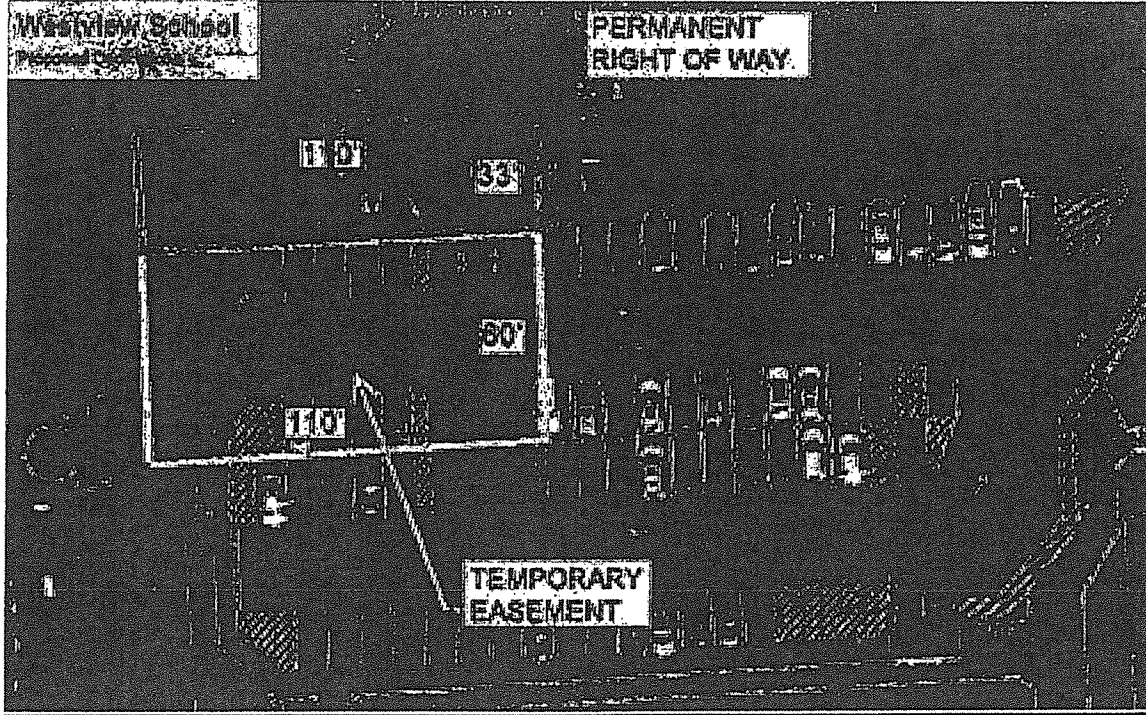


Exhibit F

2021 Permanent Easement Area

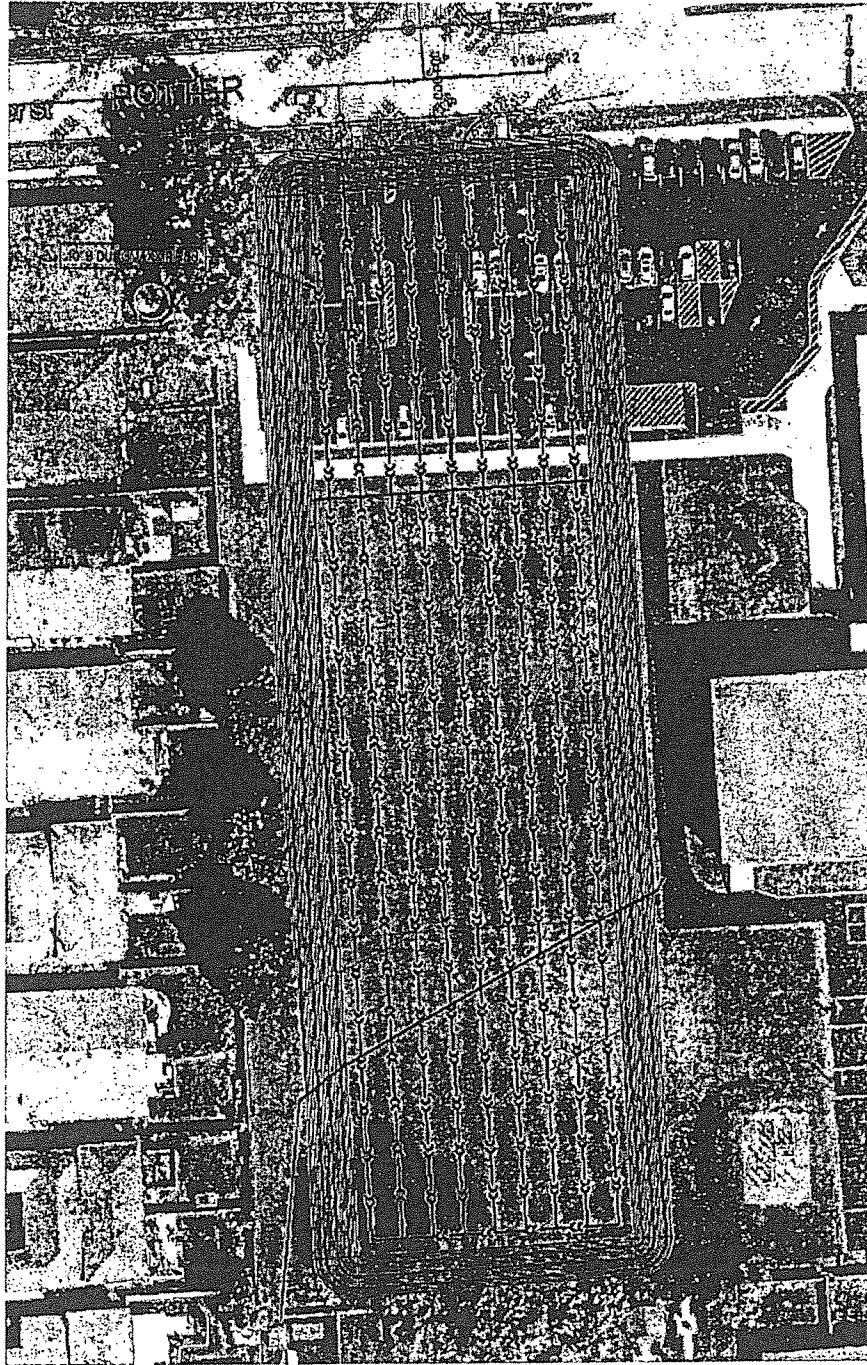


Exhibit G

Plat of Potter Street ROW Dedication

