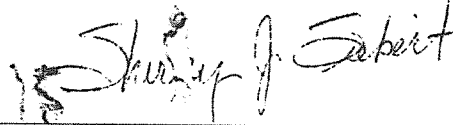


STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE     )

I, Shirley J. Siebert, 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-18-46 A RESOLUTION OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS AUTHORIZING THE CITY TO EXECUTE AN AMENDED INTERGOVERNMENTAL AGREEMENT WITH THE WOOD DALE FIRE PROTECTION DISTRICT #1 REGARDING PLAN REVIEW AND INSPECTION FEES** To The City Of Wood Dale, DuPage 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 July, 2018.



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Shirley J. Siebert, City Clerk  
City of Wood Dale  
DuPage County, Illinois

SEAL

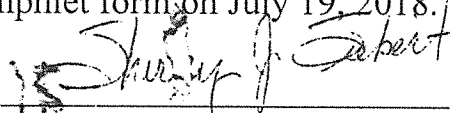


**Resolution #R-18-46**

**A RESOLUTION OF THE CITY OF WOOD DALE, DUPAGE COUNTY,  
ILLINOIS AUTHORIZING THE CITY TO EXECUTE AN AMENDED  
INTERGOVERNMENTAL AGREEMENT WITH THE WOOD DALE FIRE  
PROTECTION DISTRICT #1 REGARDING PLAN REVIEW AND  
INSPECTION FEES**

Passed: July 19, 2018  
Approved: July 19, 2018

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached is a true and correct copy of **#R-18-46 A RESOLUTION OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS AUTHORIZING THE CITY TO EXECUTE AN AMENDED INTERGOVERNMENTAL AGREEMENT WITH THE WOOD DALE FIRE PROTECTION DISTRICT #1 REGARDING PLAN REVIEW AND INSPECTION FEES** passed and approved by the by the City Council of the City of Wood Dale on July 19, 2018 and hereby published in pamphlet form on July 19, 2018.

  
\_\_\_\_\_  
Shirley J. Siebert  
City Clerk

SEAL



RESOLUTION NO. R-18-46

**A RESOLUTION OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS  
AUTHORIZING THE CITY TO EXECUTE AN AMENDED INTERGOVERNMENTAL  
AGREEMENT WITH THE WOOD DALE FIRE PROTECTION DISTRICT #1  
REGARDING PLAN REVIEW AND INSPECTION FEES**

**WHEREAS**, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the Wood Dale Fire Protection District #1, (hereinafter the "Fire District") DuPage County, Illinois, is a Fire Protection District organized and existing under the Illinois Fire Protection District Act (hereinafter the "Act"), 70 ILCS 705/1, *et seq.*; and

**WHEREAS**, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances pertaining to the public health, safety and welfare; and

**WHEREAS**, the Fire District possesses the authority, pursuant to the Illinois Fire Code, to adopt ordinances pertaining to the public health, safety and welfare; and

**WHEREAS**, the City Council of the City (hereinafter referred to as the "City Council") is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

**WHEREAS**, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

**WHEREAS**, the City and the Fire District are authorized to enter into Intergovernmental Agreements pursuant to the provisions of Article VII, Section 10, of the Illinois Constitution which provides, in part, that units of local government may

contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power of function in any manner not prohibited by law and ordinance; and

**WHEREAS**, the City and the Fire District are authorized to enter into Intergovernmental Agreements pursuant to the statutory authority provided by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*; and

**WHEREAS**, the City is authorized and empowered, under the Municipal Code and the Code of Ordinances of the City, to enter into and regulate contracts arising within the municipal boundaries of the City and involving the City; and

**WHEREAS**, the Fire District is authorized and empowered, under the Fire Code, to enter into and regulate contracts arising within the Fire District boundaries and involving the Fire District; and

**WHEREAS**, the Fire District had previously established Fees for Plan Review and the inspections of certain buildings within the City; and

**WHEREAS**, the City and the Fire District entered into an Intergovernmental Agreement with respect to said fees on October 24, 2004; and

**WHEREAS**, the City and the Fire District have undertaken an analysis of the Plan Review and Inspection Fees and have determined to make certain adjustments to those fees, which were part of the original Intergovernmental Agreement; and

**WHEREAS**, such Plan Reviews and Inspections performed by the Fire District benefit the City in assuring buildings in the City are compliant with all life safety requirements and said Reviews and Inspections aid in the administration and enforcement of the City Code of Ordinances; and

**WHEREAS**, the City and the Fire District desire to enter into an amended Intergovernmental Agreement to reflect the revised Plan Review and Inspection Fees consistent with the established framework for the collection of certain Plan Review and Inspection Fees by the City and disbursement to the Fire District therein, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"; and

**WHEREAS**, the City has determined it necessary and reasonable to execute the attached Amended Intergovernmental Agreement Regarding Plan Review and Inspection Fees with the Wood Dale Fire Protection District #1.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS**

**SECTION ONE:** That the recitals set forth above are incorporated herein and made a part of this Resolution.

**SECTION TWO:** That the City Manager is authorized to sign and execute the *Amended Intergovernmental Agreement Between the City of Wood Dale and the Wood Dale Fire Protection District #1 Regarding Plan Review and Inspection Fees* with the Wood Dale Fire Protection District #1, which is attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION THREE:** That this Resolution shall supersede any ordinances or motions or parts of ordinances or motions in conflict with any part herein, and any such ordinances or motions or parts of such ordinances are hereby repealed.

**SECTION FOUR:** That if any section, paragraph or provisions of the Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

**SECTION FIVE:** That this Resolution shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities, and approval in the manner provided by law.

PASSED this 19th day of July, 2018.

AYES: 7

NAYS: 0

ABSENT: Messina

APPROVED this 19th day of July, 2018.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert  
Shirley J. Siebert, City Clerk

Published in pamphlet form July 19, 2018

EXHIBIT A

AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD  
DALE AND THE WOOD DALE FIRE PROTECTION DISTRICT #1 REGARDING  
PLAN REVIEW AND INSPECTION FEES

**AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND THE WOOD DALE FIRE PROTECTION FIRE DISTRICT #1  
REGARDING PLAN REVIEW AND INSPECTION FEES**

This Amended Intergovernmental Agreement made this 19th day of July, 2018, by and between the City of Wood Dale, DuPage County, Illinois (hereinafter referred to as the "City") and the Wood Dale Fire Protection Fire District #1, DuPage County, Illinois (hereinafter referred to as the "Fire District"):

**WITNESSETH**

**WHEREAS**, the Fire District has revised the established fees for Plan Review and inspection of certain buildings within the City of Wood Dale, Appendix A, attached, and

**WHEREAS**, such Plan Reviews and Inspections performed by the Fire District ensure buildings within the City are compliant with all life safety requirements and said Plan Reviews and Inspections benefit the City in the administration and enforcement of its Codes; and

**WHEREAS**, the City and the Fire District desire to enter into an amended agreement to provide a framework for the collection of the revised Plan Review and Inspection Fees by the City and disbursement to the Fire District therein, and

**WHEREAS**, the City and the Fire District are authorized to enter into this Amended Intergovernmental Agreement pursuant to the provision of Article VII, Section 10, of the Illinois Constitution which provided in part units of local government may contract or otherwise associate amount themselves to obtain or share services and to exercise, combine or transfer any power of function in any manner not prohibited by law and ordinance; and

**WHEREAS**, the City and the Fire District are authorized to enter into this Amended Agreement pursuant to the statutory authority provided by the Intergovernmental Cooperation Act, 5 ILCS 200/1 *et seq.*;

**NOW THEREFORE**, in consideration of the mutual promises, terms, and conditions set forth herein, the receipt and sufficiently of which is hereby mutually acknowledged, the City and the Fire District agree as follows:

1. The Fire District agrees to provide Plan Review and inspection services as outlined.
2. The City agrees to collect the Fire District fees for Plan Review and inspection services provided by the Fire District in accordance with the fee schedules as set forth in Appendix A, attached and any amendments thereto. The City shall assess the Fire District fees to permit applications consistent with the terms of all applicable ordinances. The City, upon the filing of any building permit application, shall forward a copy of such application, together with any proposed plans and specifications, to the Fire District for review. The Fire District shall review such documentation and provide the City with an invoice of the total fees and charges for any Plan Review or inspection in accordance with Appendix A, attached and any amendments thereto. The



amounts due to the Fire District from the City shall be limited to the amount set forth in the invoice prepared by the Fire District.

3. The Fire District will monthly provide to the City an accounting of fees owed to the Fire District pursuant to the terms of this Agreement in the previous month.

4. Mutual Indemnification: With regards to the actions taken or not taken pursuant to this Agreement both the City and the Fire District expressly agree to mutually defend, hold harmless, and indemnify their respective corporate entities, Board of Trustees, and each of their respective officers, employees, agents, and volunteers from and against any or all claims (1) for bodily injuries (including mental injuries or emotional distress) and property damage; (2) for civil rights violations; (3) for violations of rights of privacy; (4) for violations of any laws or governmental regulations; (5) for products liability; (6) for any other civil or quasi-criminal action. The City expressly agrees to defend, hold harmless, and indemnify the Fire District for all actions alleged to have resulted from the wrongful conduct of the City Council, its servants, agents, or employees with regard to actions taken or not taken pursuant to this Agreement, and the Fire District expressly agrees to defend, hold harmless, and indemnify the City for actions alleged to have resulted from the wrongful conduct of the Fire District, its governing Board, its servants, agents, or employees with regards to actions taken or not taken pursuant to this Agreement.

5. Insurance: Each party shall procure, maintain, and keep in force at its expense, liability insurance with coverage of not less than \$1,000,000.00 to provide coverage for each wrongful act or series of continuations, repeated, or interrelated wrongful acts of occurrences, committed by the insured party. Each party shall furnish the other with a certificate of insurance evidencing that such insurance coverage has been procured and is maintained in full force and effect. Such certificate of insurance shall also state that no change, modification in, or cancellation of the insurance shall become effective until the expiration of thirty (30) days written notice thereof shall have been given by the insurance company to the other party.

6. Notices: All notices wherein required shall be in writing and shall be served on the parties at the following addresses:

City of Wood Dale  
404 North Wood Dale Road  
Wood Dale, Illinois 60191  
Attn: Community and Development Department

Wood Dale Fire Protection Fire District #1  
589 North Wood Dale Road  
Wood Dale, Illinois 60191  
Attn: Fire Chief

7. The City and the Fire District through their representatives responsible for Building and Fire Codes shall meet periodically to review their respective Building and Fire Codes to assure that such Codes and compatible are current.

8. Amendment: This Amended Intergovernmental Agreement contains all of the terms, covenants, and agreements between the parties, and no modifications, waiver, or variation of any of this provision of this Amended Intergovernmental Agreement shall be binding unless made in writing and signed by the party against who the same is sought to be enforced. Neither this Amended Intergovernmental Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated orally, or in any manner other than by an instrument in writing, signed by the parties against whom the enforcement of the change, waiver, discharge, or termination is sought.

IN WITNESS WHEREOF, the parties have caused this Amended Intergovernmental Agreement to be properly signed and attested pursuant to the duly adopted resolutions.

CITY OF WOOD DALE

WOOD DALE FIRE  
PROTECTION FIRE DISTRICT #1

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Attachment: Exhibit A - IGA (R-18-46 : Revised Wood Dale Fire District Intergovernmental Agreement)

**APPENDIX A**  
**SCHEDULE OF REVISED FEES FOR PLAN REVIEW AND INSPECTION FIRE SERVICES**

The Following Fees Shall Apply for Reviews and Inspections Conducted by the Wood Dale Fire Protection District for the City of Wood Dale:

| Plan Review Fee Type  | Fee Amount  |
|---|---|
| Building Life Safety Review   | \$75.00 for the first floor;<br>\$50.00 for each additional floor (above and below grade) |
| Racking   | \$50.00   |
| Fire Alarm Systems  | \$150.00  |
| Sprinkler System (New) – does not include fire pump                                   | \$250.00  |
| Sprinkler System (Alteration – up to 20 heads)  | \$100.00  |
| Fire Pump – in addition to Sprinkler System Fee                                       | \$100.00  |
| Special Systems (Stand pipes, hood and duct, etc.)                                    | \$150.00  |
| Tanks (Installation or Removal)   | \$100.00  |
| Inspection Fee Type   | Fee Amount  |
| Initial inspection included in the plan review fee listed above                       | \$0.00  |
| Re-inspection – in the event an inspection fails or the inspection is delayed         | \$50.00   |
| Commercial Occupancy Inspection – Inspections conducted in support of the COC Program | According to the schedule below   |

| Use/Occupancy Classification |  | Floor Area of Total Tenant Space (in square feet) |             |               |               |                 |                 |                 |          |
|------------------------------|--|---|-------------|---------------|---------------|-----------------|-----------------|-----------------|----------|
|                              |  | 0-4,999   | 5,000-9,999 | 10,000-49,999 | 50,000-99,999 | 100,000-199,999 | 200,000-299,999 | 300,000-399,999 | 400,000+ |
| A                            | Restaurant/Bar/Entertainment           | \$30.00   | \$40.00     | \$50.00       | \$60.00       | \$70.00         | \$80.00         | \$90.00         | \$100.00 |
| M                            | Retail/Services                        |   |             |               |               |                 |                 |                 |          |
| B, I                         | Professional Offices                   |   |             |               |               |                 |                 |                 |          |
| E                            | Daycare/School                         |   |             |               |               |                 |                 |                 |          |
| R                            | Lodging/Residential                    |   |             |               |               |                 |                 |                 |          |
| F                            | Manufacturing and Research             | \$60.00   | \$70.00     | \$80.00       | \$90.00       | \$100.00        | \$110.00        | \$120.00        | \$130.00 |
| S, U                         | Warehousing/Freight Forwarding/Storage | \$90.00   | \$100.00    | \$110.00      | \$120.00      | \$130.00        | \$140.00        | \$150.00        | \$160.00 |
| H                            | Gas Station or Other High Hazard Use   | \$90.00   | \$100.00    | \$110.00      | \$120.00      | \$130.00        | \$140.00        | \$150.00        | \$160.00 |