

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-22-02 A RESOLUTION APPROVING AN AGREEMENT FOR CONSULTING SERVICES WITH STONE PLANNING, LLC, IN CONNECTION WITH DEVELOPMENT ASSESSMENT**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 6th day of January, 2022.



Lynn Curiale, City Clerk

SEAL



Resolution #R-22-02

A RESOLUTION APPROVING AN AGREEMENT FOR CONSULTING SERVICES WITH STONE PLANNING, LLC, IN CONNECTION WITH DEVELOPMENT ASSESSMENT

Passed: January 6, 2022
Published in Pamphlet Form: January 7, 2022

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-22-02

A RESOLUTION APPROVING AN AGREEMENT FOR CONSULTING SERVICES WITH STONE PLANNING, LLC, IN CONNECTION WITH DEVELOPMENT ASSESSMENT

Passed and approved by the City Council of the City of Wood Dale on January 6, 2022 and hereby published in pamphlet on January 7, 2022.



Lynn Curiale, City Clerk

SEAL



RESOLUTION NO. R-22-02

**A RESOLUTION APPROVING AN AGREEMENT
FOR CONSULTING SERVICES WITH STONE PLANNING, LLC, IN CONNECTION
WITH DEVELOPMENT ASSESSMENT**

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 City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances and resolutions pertaining to the public health, safety and welfare of the City; 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 of Wood Dale is authorized to enter into agreements and to contract for goods and services, consistent with the grant of authority set forth in the Illinois Municipal Code, as set forth above; and

WHEREAS, the City of Wood Dale is responsible for assessing development opportunities within the City to determine the viability of such development and the impact of the development on the City and its residents; and

WHEREAS, Stone Planning, LLC, (hereinafter referred to as “Consultant”), performs studies and analysis on the feasibility and impact of various developments; and

WHEREAS, Staff has evaluated the credentials of the Consultant and has determined that the Consultant is particularly suited for analyzing the feasibility and impact of potential development within the municipal boundaries of the City; and

WHEREAS, Staff recommends the Consultant to conduct the requisite studies and analysis for development in Wood Dale; and

WHEREAS, the Mayor and the City Council have reviewed the terms of the proposed Consulting Services Agreement and have determined that execution of the Consulting Services Agreement is in the best interests of the future development of the City and will be beneficial to the residents of the City of Wood Dale.

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: That the Consulting Services Agreement with the Consultant in substantially the same form as attached to this Resolution as Exhibit "A" and incorporated herein by reference, is approved and accepted by the City of Wood Dale.

SECTION 3: 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 4: 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 5: 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 6: 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 6th day of January, 2022

AYES: 8

NAYS: 0

ABSENT: 0

APPROVED this 6th day of January, 2022

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

EXHIBIT A



December 30, 2021

Mr. Patrick Bond
Bond, Dickson & Associates
patrickbond@bond-dickson.com

RE: City of Wood Dale Development Analysis

Dear Mr. Bond:

Thank you for the opportunity to submit this proposal to assist in the planning and analysis of a potential development in Wood Dale. We believe that Chicago-based **Stone Planning LLC** can address all of your goals and needs for this project, as we have local and national experience in the planning and analysis of similar projects. My hourly rate is \$250.

Stone Planning is an independent consulting firm that assists in the planning of various types of land uses. We have completed similar analyses for development opportunities locally and nationally.

Please let me know if you would like any additional information or have any questions. I can be reached at (312) 933-3618 or david@stoneplanningllc.com. Thank you again for the opportunity to work with you and the city.

Sincerely,

A handwritten signature in black ink, appearing to read "David Stone".

David Stone, President
Stone Planning LLC



CONTRACTUAL CONDITIONS

The following conditions apply to our engagement with you.

The findings and recommendations of our research will reflect analyses of primary and secondary sources of information. Estimates and analyses presented in our report will be based on data that are subject to variation. SP will use sources that it deems reliable, but will not guarantee their accuracy. Recommendations will be made from information provided by the analyses, internal databases, and from information provided by external sources.

It is understood in accepting this proposal that neither fees nor payment thereof is contingent upon the findings of the study. SP has no responsibility to update its report for events and circumstances occurring after the date of its report. Delayed invoice payments will result in delay of deliverables for the next portion of work.

If this contract and/or SP's work for the Client is terminated for any reason by either party, SP will be due fees based on hours and expenses expended during the duration of the contract up to the total amount of the contracted amount for scope work included in the contract. Hours will be billed at SP's hourly rate of \$250 and expenses will be billed at cost, less any prior payments received from Client.

For any scope of work requested by the Client or its representatives and completed by SP beyond the contracted scope of work, professional fees will be billed at SP's average hourly rate and may exceed the total amount of the contract amount. SP will notify the Client and its representatives if any work requested is outside the contracted scope of work.

The Client will indemnify and hold harmless SP, its managers, members, officers, agents and employees, and any persons retained in connection with the performance of the services described herein (individually referred to as an "Indemnified Person"), from and against any and all claims, damages, losses, liabilities, costs and expenses and disbursements incurred in connection with investigating, preparing to defend or defending any action, suit or proceeding commenced or threatened, or any claim whatsoever, or in appearing or preparing for appearance as a witness in any action, suit, proceeding or partial proceeding to which any Indemnified Person may become subject, directly or indirectly, arising out of, in connection with or based upon this engagement, the transactions contemplated hereby or any Indemnified Person's role in connection with any of the foregoing (collectively, the "Losses"), and will reimburse any Indemnified Person for all expenses (including reasonable counsel fees and expense) as they are incurred, including expenses incurred in connection therewith, whether or not such Indemnified is a party to any such action, suit or proceeding.

If this document meets with your approval, you can accept this letter and authorize us to proceed by signing the space below.



AUTHORIZATION

Accepted By:

Name: ANNUNZIATO PULICE
Signature: Annunziato Pulice
Title: MAYOR
Company: CITY OF WOOD DALE
Date: 1-6-21

Payments may be sent to:

David Stone
Stone Planning LLC
1432 N. Orleans
Chicago, IL 60610