

RESOLUTION NO. R-25-__

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND THE WOOD DALE SCHOOL DISTRICT
7 FOR WOOD DALE JUNIOR HIGH SCHOOL FACILITY REHABILITATION TO
SERVE THE CITY'S DEVELOPMENT AREA**

WHEREAS, 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 and to enter into agreements pertaining to the public health, safety, and welfare; and

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

WHEREAS, the City Council of the City 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 Wood Dale School District 7 ("School District 7") is a unit school district organized and existing under the Illinois School Code (hereinafter the "School Code"), 105 ILCS 5/1, *et seq.*; and

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, the City and School District 7 are authorized to enter into an Intergovernmental Agreement for matters that will benefit both entities, pursuant to the statutory authority provided by the Intergovernmental Cooperation Act, 5 ILCS, 200/1 *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 School District 7; and

WHEREAS, on October 29, 2014, the City approved the Thorndale Corridor Redevelopment Project Area Plan and Project intended to, among other things, provide new public facilities and promote the development and rehabilitation of civic and governmental uses through intergovernmental agreements, and has approved tax increment financing therefore; and

WHEREAS, in recognition of the Commercial and Residential Developments approved by the City and the impact of those Developments on the manpower and facilities of School District 7, the City has agreed to pay to School District 7 the sum of Three Hundred Fifty-Six Thousand Seven Hundred Two Dollars and 50/100 (\$356,702.50) for Wood Dale Junior High School District security and facility rehabilitation necessary to serve these areas and benefit the general community; and

WHEREAS, said funds being used for this facility are from the real estate taxes and other tax benefits realized from said Developments; and

WHEREAS, School District 7 has agreed to use said funds solely for the purpose of security and rehabilitating the Wood Dale Junior High building facilities needed to serve the Residential and Commercial Developments along with the other properties in the City and adjacent thereto; and

WHEREAS, the Parties have memorialized their respective understandings in a *An Intergovernmental Agreement Between the City of Wood Dale and Wood Dale School District 7 For School District Facility Security and Rehabilitation to Serve the City's Development Area*, which is attached hereto and incorporated herein as Exhibit "A".

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

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

SECTION TWO: The Intergovernmental Agreement entitled, *An Intergovernmental Agreement Between the City of Wood Dale and Wood Dale School District For School District 7 Security and Facility Rehabilitation to Serve the City's Development Area*, attached hereto as Exhibit "A", is hereby approved by the City of Wood Dale.

SECTION THREE: The Mayor is authorized to sign and execute the *Intergovernmental Agreement Between the City of Wood Dale and Wood Dale School District 7 For School District Security and Facility Rehabilitation to Serve the City's Development Area* with Wood Dale School District 7, in substantially the same form as is attached hereto as Exhibit "A".

SECTION FOUR: The Mayor, City Manager, City Staff and the City Attorney are authorized and directed to take all steps necessary to carry out the terms and conditions of the Intergovernmental Agreement.

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

SECTION SIX: This Resolution shall be in full force and effect from and after its adoption and approval, by the corporate authorities, in the manner provided for by law.

PASSED this 5th day of June, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 5th day of June, 2025

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

EXHIBIT A

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD
DALE AND THE WOOD DALE SCHOOL DISTRICT 7 FOR SCHOOL SECURITY
AND FACILITY REHABILITATION TO SERVE THE CITY'S DEVELOPMENT AREA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD DALE
AND THE WOOD DALE SCHOOL DISTRICT 7 FOR SCHOOL SECURITY AND
FACILITY REHABILITATION TO SERVE THE CITY'S DEVELOPMENT AREA**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement"), made this _ day of May 2025 ("Effective Date"), between the CITY OF WOOD DALE, a body corporate and politic, (hereinafter referred to as "City") and the WOOD DALE SCHOOL DISTRICT 7 (School District 7), DuPage County, Illinois, an Illinois School District, organized and existing in accordance with the Illinois School District Code, a body corporate and politic (hereinafter referred to as "School District 7") (collectively referred to as the "Parties"),

WITNESSETH:

WHEREAS, 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, School District 7 is a School District organized and existing under the Illinois School Code (hereinafter the "Act"), 105 ILCS 5/1, *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 and to enter into agreements pertaining to the public health, safety and welfare; and

WHEREAS, School District 7 possesses the authority, pursuant to the Illinois School Code, to adopt ordinances and resolutions and to enter into agreements pertaining to the public health, safety and welfare; and

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

WHEREAS, School District 7 possesses full authority to approve and pass all necessary ordinances, resolutions, rules, regulations and agreements necessary for carrying into effect the objects for which School District 7 was formed, in accordance with the Illinois School Code; and

WHEREAS, the City Council of the City 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 School Board of Education is the governing authority for School District 7 and is authorized by law to exercise all powers and to control the affairs of School District 7; and

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 School District 7; and

WHEREAS, the City and School District 7 are authorized to enter into this Agreement pursuant to the statutory authority provided by the Intergovernmental Cooperation Act, 5 ILCS, 200/1 *et seq.*

NOW, THEREFORE, pursuant to their powers of intergovernmental cooperation and in consideration of the foregoing premises and the mutual promises, agreements, covenant set forth herein the receipt and sufficiency of which is mutually acknowledged, 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 the Effective Date and terminate on April 30, 2026. This Term may be extended, pursuant to the written agreement of the Parties.

Section 3. City Responsibilities. The City shall, in recognition of the Commercial and Residential Developments approved by the City and the impact of those Developments on the manpower and need for facility rehabilitation on School District 7, pay to School District 7 the sum of Three Hundred Fifty-Six Thousand Seven Hundred Two Dollars and 50/100 (\$356,702.50) on or before July 31, 2025, as and for Wood Dale Junior High security and facility rehabilitation related to said Developments. Said funds being used for said security and facility rehabilitation are from the real estate taxes and other tax benefits realized from said Developments.

Section 4. School District Responsibilities. School District 7 shall use said funds solely for the purpose of rehabilitating its facility known as Wood Dale Junior High School, located

at 655 N. Wood Dale Road, Wood Dale, IL, to assist in serving the Residential and Commercial Developments along with the other properties in the City and adjacent thereto. Should School District 7 fail or refuse to spend said funds for the purpose stated herein, School District 7 shall, within thirty (30) days of receipt of Notice from the City, as provided for herein, return said funds. School District 7 shall, upon completion of the facility security and rehabilitation improvements provide the City with an accounting of the use of such funds.

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, and 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 18th Judicial Circuit Court of DuPage County, Wheaton, Illinois.

Section 6. Insurance and Indemnification. School District 7 shall be responsible for ensuring that any and all security and facility rehabilitation purchased with the funds contemplated herewith is titled in the name of School District 7 and, if required, is properly insured. School District 7 shall indemnify and hold harmless the City, its Elected Officials, 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 in connection with the expenditure of the funds contemplated by this Agreement.

This obligation shall survive the expiration of this Agreement.

Section 7. 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, or by electronic mail with proof of delivery 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

Wood Dale School District 7

Wood Dale School District 7
Superintendent
543 N. Wood Dale Rd.
Wood Dale, IL 60191

With Copy to:

Himes, Petrarca & Fester
Attn: John Fester
180 N Stetson, Suite 3100
Chicago, IL 60601-6702

- B. Amendment. This Agreement may be amended at any time, provided such amendment is in writing and approved by the corporate authorities of both Parties.
- C. 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.
- D. Assignment. Neither Party shall have the right to assign this Agreement without the prior written consent of the other Party.
- E. 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, said provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.
- F. Governing Law. This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
- G. 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

WOOD DALE SCHOOL DISTRICT 7

Annunziato Pulice, Mayor

Aida Miljkovic, School Board President

ATTEST:

ATTEST:

Lynn Curiale, City Clerk

Elitsa Papadopoulos, Secretary