
AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE DEKALB PUBLIC LIBRARY RELATING TO THE OPERATION AND MAINTENANCE OF STORM DRAINAGE IMPROVEMENTS.

WHEREAS, the City of DeKalb is a Home-Rule Municipal Corporation governed by the applicable provisions of the Illinois Constitution and Illinois Municipal Code; and,

WHEREAS, the DeKalb Public Library has constructed an expansion to their facilities within the corporate limits of the City, and such expansion includes additional stormwater drainage improvements; and,

WHEREAS, the City has determined that it is appropriate to authorize the Mayor to approve of an intergovernmental agreement relating to the operation and maintenance of the improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: The Mayor of the City of DeKalb is hereby authorized to enter into an intergovernmental agreement with the DeKalb Public Library relating to the operation and maintenance of the storm drainage system for the Library, installed in the right of way of Oak Street, substantially in the form attached hereto as Exhibit A, subject to such revisions as shall be acceptable to him with the recommendation of City staff.

Section 2: That this Resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 23rd day of November 2015 and approved by me as Mayor on the same day. Passed by a 7-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Rey.

ATTEST:

[Signatures]

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor
STORM DRAINAGE MAINTENANCE INTERGOVERNMENTAL AGREEMENT

CITY OF DEKALB AND DEKALB PUBLIC LIBRARY

This Storm Drainage Maintenance Intergovernmental Agreement by and between the City of DeKalb ("City") and the DeKalb Public Library ("Library"), is entered into as of the 23rd day of November 2015.

WHEREAS, the City and Library have previously entered into a certain Intergovernmental Agreement pertaining to the development of the Library campus within the City of DeKalb ("the IGA"); and,

WHEREAS, during the construction of the Library, the Library determined that it was necessary to construct a portion of the stormwater drainage system from the Library campus in a fashion that was not previously contemplated by the approved plans; and,

WHEREAS, the Library seeks to maintain said stormwater drainage structure in place as constructed, and in exchange for being permitted to do so, agrees that it shall be responsible for the operation and maintenance of such structure, indefinitely;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. **Maintenance of Storm Drainage Facilities:** The parties acknowledge that the Library has constructed a siphon-style storm drainage facility located in the City-owned right of way for Oak Street, as reflected on the attached Exhibit A ("the Stormwater Facility"). Customarily, the maintenance of stormwater facilities within the roadway would be the responsibility of the City. However, in this instance, because of the unique configuration of the Stormwater Facility and in consideration of the City’s approval of the Stormwater Facility as installed, the Library agrees that it shall be responsible for all of the costs and obligations for the maintenance, operation, repair and replacement of the Stormwater Facility, within the boundaries identified in the attached Exhibit A as being Library responsibility. The Library shall regularly inspect and maintain the Stormwater Facility and shall, at minimum, perform the following maintenance items:

   a) Annual mosquito abatement through appropriate means with a state-licensed applicator, if the City should discontinue its program for the same.

   b) Animal abatement as may be required to maintain the Stormwater Facilities clear of any impediments.

   c) Annual catch basin vacuuming and cleaning, to remove siltation and debris.

   d) Annual jetting of the Stormwater Facility (and related downstream portion of the City’s facilities so as to avoid relocation of debris from the Stormwater Facility into the City’s downstream facilities).
e) Implementation of temporary stormwater controls (pumping/diversion) as may be required to maintain effective positive flow of stormwater from/through the Library property at all times, inclusive of when the Stormwater Facility is being maintained or repaired.

f) Completion of such other repair, replacement or maintenance as shall be required to maintain proper operation of the Stormwater Facility.

All of the foregoing shall be performed diligently and in accordance with all applicable laws, statutes and best management practices. All such work shall be subject to the applicable provisions of the Illinois Prevailing Wage Act. Additionally, the Library agrees that it shall defend, indemnify and hold harmless the City from any claim whatsoever arising out of the installation, use, maintenance or failure to maintain the Stormwater Facility, whether such claim is pursued by the owner of an adjoining public or private utility, by any other user of or benefactor of the City’s stormwater system, or by the City with respect to the impact of the Stormwater Facility on its upstream or downstream facilities.

2. **Term of Obligation**: The obligation contained herein shall remain binding and effective as a commitment and obligation of the Library for such period of time as the stormwater facility described in Section 1 remains in place.

3. **Approval of Stormwater Facility**: Conditioned upon the Library’s acceptance of the obligations outlined herein, the City shall approve the construction and maintenance of the stormwater facility as described herein.

4. **Failure to Comply**: In the event that the Library fails at any time to undertake any obligation contemplated herein, the City may, at its option, either complete such obligation at the Library’s expense or may take action to compel the Library to complete such obligation itself.

5. **Miscellaneous Provisions**:

   a) Any further or future amendments to this Agreement shall require a written agreement, approved by both the City and the Library.

   b) The Parties agree that any dispute arising out of the performance of this Agreement shall have its jurisdiction and venue fixed in the Twenty-Third Circuit Court of DeKalb County, Illinois.

   c) If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants, or portions of this Agreement, and to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable.
d)  This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

e)  This Agreement shall inure to the benefit of, and shall be binding upon Library and its respective successors, grantees, lessees, and assigns and upon successor corporate authorities of the City and successor municipalities, and shall constitute a covenant running with the land, providing that such successors are and at all times remain public entities organized under the laws of the State of Illinois. This Agreement shall not be assigned without the prior written approval of the City.

Entered into and Agreed as of the date set forth above.

CITY OF DEKALB

[Signature]
John A. Rey, Mayor

[Signature]
Jennifer P. Johnson, Clerk

DEKALB PUBLIC LIBRARY

[Signature]
Virginia Cassidy, President

[Signature]
James Kirtz, Secretary

[Signature]
James Kirtz