INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this ______ day of ________, 2017, by and between the Valley View Community Unit School District No. 365U, (hereinafter referred to as "District"), and the Village of Romeoville, an Illinois home rule municipality (hereinafter referred to as "Village").

WITNESSETH:

WHEREAS, the District and the Village are, respectively, a school district and a home rule municipality, both duly and lawfully organized under the laws of the State of Illinois; and

WHEREAS, the District and Village may contract or otherwise associate with each other pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.*, which 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

WHEREAS, the District desires to locate a temporary modular office building on the grounds of Romeoville High School to provide administrative space for District bus drivers, pending its construction of a permanent building or building renovation for that purpose; and

WHEREAS, the Village Zoning Ordinance (Chapter 159 of the Village Code of Ordinances) prohibits the use of temporary buildings for occupancy; and

WHEREAS, the Village is willing to grant a temporary variance for the District's proposed temporary modular office building at Romeoville High School, all upon the terms and conditions hereinafter set forth, and the District desires to receive and accept such a variance upon such terms and conditions.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and covenants and conditions hereinafter set forth, it is agreed by and between the parties hereto as follows:

ARTICLE I. PREAMBLES

The foregoing recitals are by this reference fully incorporated into and made a part of this Agreement.

ARTICLE II. TEMPORARY MODULAR OFFICE BUILDING VARIANCE; CONDITIONS THERETO.

2.1 Variance.

Subject to the terms, conditions and provisions of this Agreement, and notwithstanding any contrary provisions of Chapter 159 of the Village Code of Ordinances, the Village hereby grants a variance to permit the use of a temporary modular office building on the grounds of Romeoville High School, subject to the conditions hereinafter set forth in this Article II.

2.2 Conditions.

The variance to permit the use of a temporary modular office building on the grounds of Romeoville High School shall be subject to the following conditions:

A. The variance shall expire on August 1, 2020, or at such time as the District shall have constructed a permanent building or building renovation to provide administrative space for District's bus drivers on the grounds of Romeoville High School, whichever shall first occur. Upon any such expiration of the variance, District shall, within fifteen (15) days thereafter, remove the temporary modular office building from the grounds of Romeoville High School, and restore the site where the temporary modular office building was located to the condition in which it existed prior to the execution of this Agreement, including but not limited to all work

necessary to disconnect potable water and sanitary sewer lines from the temporary modular office building required by Village ordinances or other applicable law.

- B. Occupancy of the temporary modular office building shall be for the sole purpose of providing administrative space for District's bus drivers at Romeoville High School.
- C. The temporary modular office building shall be located within the grounds of Romeoville high School as depicted in the site plan attached hereto and incorporated herein as Exhibit A, shall have the design and appearance reflected in the rendering thereof attached hereto and incorporated herein as Exhibit B, and shall be landscaped as depicted in the landscaping plan attached hereto and incorporated herein as Exhibit C.
- D. The temporary modular office building shall be connected to the Village potable water and sanitary sewer system, in accordance with the applicable ordinances of the Village, and in accordance with such other requirements as may be reasonably imposed by the Village due to the specific circumstances of the contemplated utility connections.
- E. To facilitate timely progress on the design and completion of the contemplated permanent building or building renovation to provide bus driver administrative space and other then-desired space or facilities at Romeoville High School, District shall adhere to the following schedule with respect to the design and construction of such permanent building or building renovation:
- 1. On or before August 1, 2018, District shall prepare and submit to Village for its review and approval a site plan reflecting the contemplated permanent building or building renovation. The facades of such permanent building or building renovation shall be a matching aesthetic to conform to the existing façade of Romeoville High School. Additionally, such site plan shall also reflect and include a reconstruction or realignment of outdoor athletic fields on

the Romeoville High School grounds; District shall work cooperatively with Village toward the preparation of the athletic field realignment or reconstruction component of the site plan.

- 2. On or before April 1, 2019, District shall prepare all construction documents necessary for the construction of the contemplated permanent building or building renovation and reconstruction/realignment of outdoor athletic fields and submit copies of the same to the Village.
- 3. On or before August 1, 2019, District shall commence actual construction of the permanent building or building renovation contemplated herein and the reconstruction/realignment of outdoor athletic fields on the grounds of Romeoville High School to provide bus driver administrative space, the reconstruction/realignment of the athletic fields contemplated hereunder and other then-desired space or facilities.
- 4. On or before August 1, 2020, District shall complete construction of a permanent building or building renovation on the grounds of Romeoville High School to provide bus driver administrative space, the reconstruction/realignment of the athletic fields contemplated hereunder and other then-desired space or facilities, and commence the occupancy of the same.

ARTICLE III. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. <u>Indemnification; Waiver</u>.

District and Village each agree to protect, indemnify, save, defend and hold harmless the other party, as well as such party's officers, officials, volunteers, employees, attorneys, representatives, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney's fees, which the other party and for which the other party's officers, officials, volunteers, employees, attorneys,

representatives and agents may become obligated by reason of any accident injury or death of persons or loss of or damage to property (collectively, "Claims") arising indirectly or directly in connection with or under, or as a result of this Agreement caused solely by virtue of any negligent or grossly negligent act or omission of the negligent party and/or its officers, officials, volunteers, employees, attorneys, representatives, and/or agents. The indemnification set forth herein shall apply without regard to the availability of insurance coverage or coverage under a self-insurance pool or similar arrangement.

The insurance company, self-insurance pool or similar entity of the party providing the indemnification shall be allowed to raise on behalf of the parties any and all defenses statutory and/or common law to such Claim which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

District and Village, on behalf of themselves and their respective officers, officials, volunteers, employees, attorneys, representatives, and agents, hereby waive, release and forever discharge any and all existing or future Claims that any of them may have against the other than now or may in the future exist, which Claims arise from, relate to, or are connected with this Agreement, except Claims relating to the breach of this Agreement.

3.2. Insurance.

District and Village represent that they each currently maintain insurance coverage or participate in a self-insurance pool or like entity, with coverages and limits as set forth in Exhibit D. During the term hereof, District and Village shall continue to maintain such coverage or participation at least to the extent set forth in Exhibit D, shall obtain written endorsements naming the other as additional insureds with respect to Claims arising out of this Agreement, and

shall obtain written contractual liability endorsements evidencing the availability of the coverage set forth in Exhibit D for Claims arising out of this Agreement.

ARTICLE IV. LEGAL RELATIONSHIPS AND REQUIREMENTS

4.1. Entire Agreement.

This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

4.2. Exhibits.

Exhibits attached to this Agreement are, by this reference incorporated into and made a part of this Agreement.

4.3. Amendments.

This Agreement may be amended from time to time upon the mutual written agreement of the parties hereto. Any such amendment shall be in writing and shall not become effective except upon signature of the Village Manager or District Superintendent.

4.4. Waivers.

No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or different provisions of this Agreement.

4.5. Notices.

Notices or other writings which either party is required to or may wish to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered

personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Village:

Village of Romeoville Attn: Village Manager 1050 W. Romeo Road Romeoville, IL 60446

If to District:

Valley View Community Unit School District No. 365U Attn: Superintendent of Schools 801 West Normantown Rd. Romeoville, Illinois 60446

or to such other address as any party may from time to time designate in a written notice to the other party.

4.6. Enforcement.

It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, provided, however, the parties agree that the rights of the parties shall not include the right to recover a judgment for monetary damages against either party or any elected or appointed official thereof for any breach of any of the terms of this Agreement. Notwithstanding anything here to the contrary, nothing in this Section 4.6 shall limit that ability of the District to design a new building of its choosing as outlined in Section 4.7.

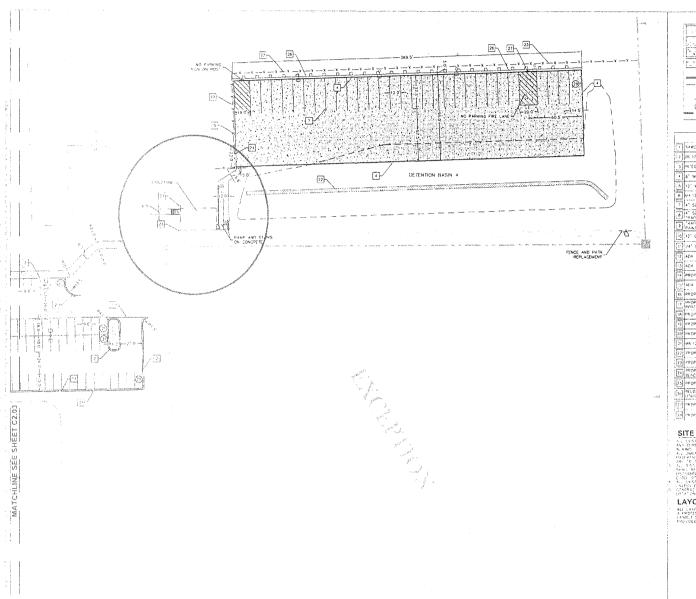
4.7 Miscellaneous

The new building will be in conformance with the Village's Code and all applicable federal and state laws. Further, the parties agree that the aesthetic, design, and features of the

new building, will be chosen by the District in its sole discretion; provided, that the aesthetic of the new building will conform or compliment with the existing Romeoville High School building(s) as determined by the District in its sole and reasonable discretion.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the date first above written.

Village of Romeoville	
By:	Attest:
John D. Noak, Its President	Dr. Bernice Holloway, Its Clerk
VALLEY VIEW COMMUNITY UNIT SCHO	OOL DISTRICT NO. 365U
By:	Attest:
Steven Quigley, Its President	Debbie Sykora, Its Secretary





-	KEY NOTES
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VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365-U



Wight & Company wightco.com 2500 North Frentage Road Darlen, IL 60561

P 630.969.7000 1 630.969.7979

VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365-U 801 NORMANTOWN ROAD ROMEOVILLE, IL 60446

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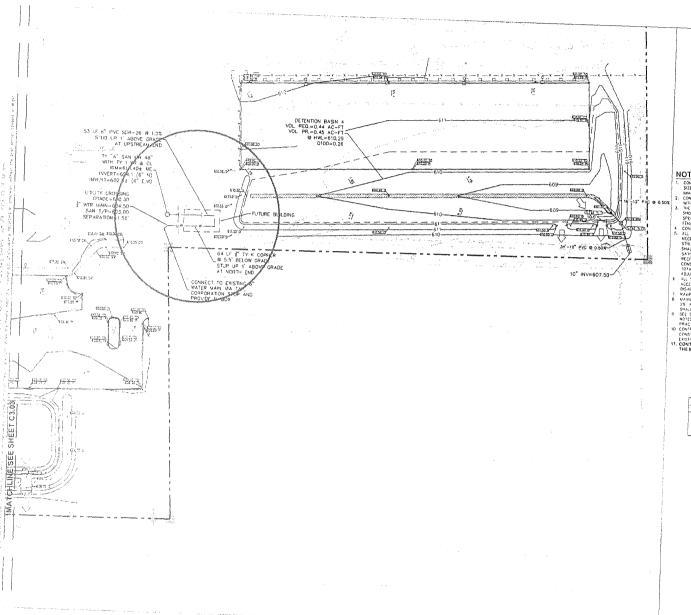
ROMOEVILLE HS SITE IMPROVEMENTS PHASE 2

100 N INDEPENDENCE BLVD ROMEOVILLE, IL 60446

SITE PLAN

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VALLEY VIEW COMMUNITY UNIT

SCHOOL DISTRICT 365-U

Wight & Company

Darlen, II. 60561

P 630,969,7000

F 630,969,7979

VALLEY VIEW COMMUNITY UNIT

2500 North Frontage Road

SCHOOL DISTRICT 365-U 801 NORMANTOWN ROAD

ROMEOVILLE, IL 60446

ROMOEVILLE HS SITE IMPROVEMENTS PHASE 2

100 N INDEPENDENCE BLVD ROMEOVILLE, IL 60446

GRADING AND UTILITY PLAN

Preyet Nicobo 31 4840 (35 Orone By Street

C3.04

Exhibit B—Rendering of Temporary Structure

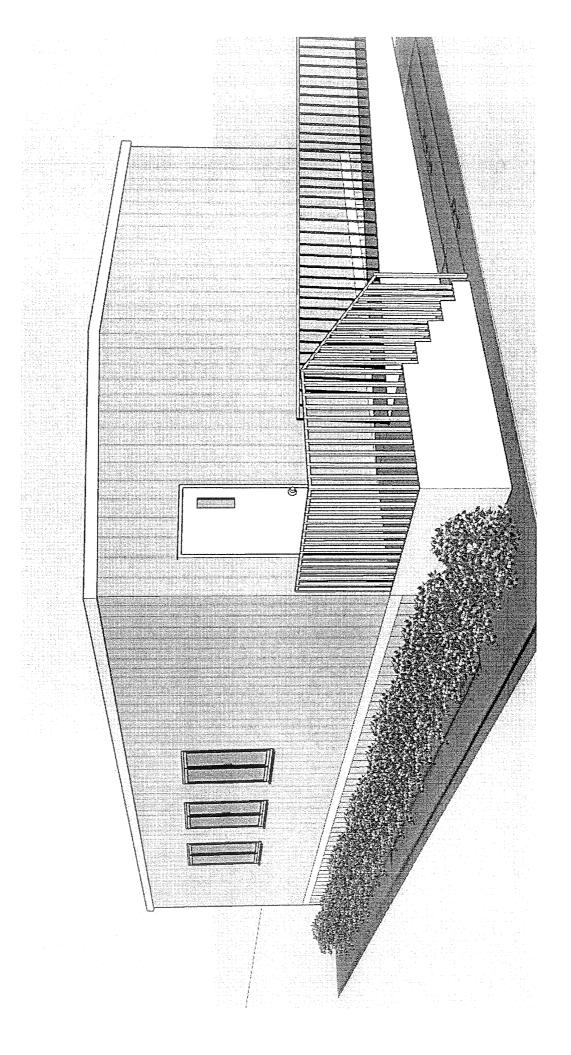
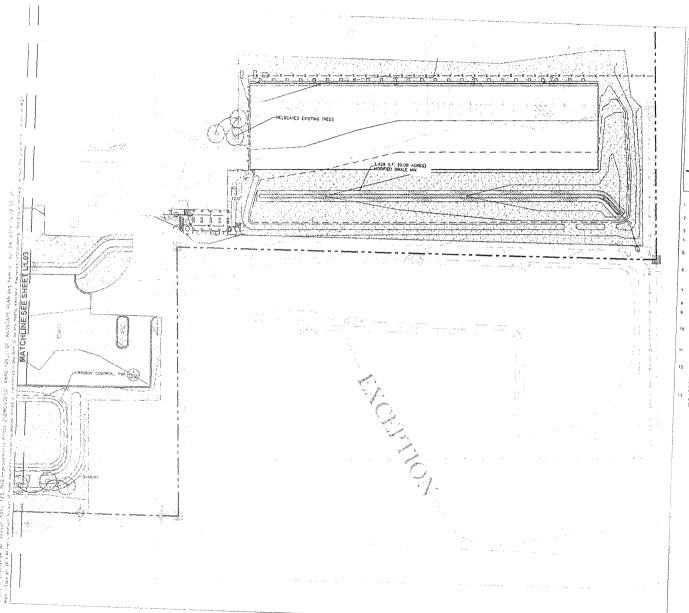


Exhibit C--:Landscape Plan



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VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365-U



2500 North Frontage Road Darien, IL 60561

F 630.969.7979

VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365-U 801 NORMANTOWN ROAD ROMEOVILLE, IL 60446

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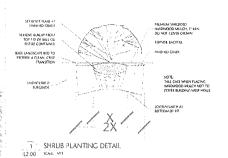
ROMOEVILLE HS SITE IMPROVEMENTS PHASE 2

100 N INDEPENDENCE BLVD ROMEOVILLE, IL 60446

LANDSCAPE PLAN

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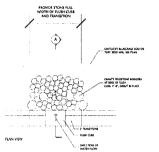
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Botanical Name	Common Name	Ounces/Acre
Permanent Grasses/Sedge	s:	
Andmpogon virgiliiciis	Broom Sedge	6 00
Carex comesa	Bristly Sedge	3 00
Carex lunda	Bettlebrush Sedge	3 00
Carex molesta	Field Oval Sedge	8 00
Carex vulpinoidea	Brown Fox Sedge	4 00
Etymus virginicus	Virginia Wild Rye	16.03
Glycena sinala	Fowl Manna Grass	2.00
Scimus expennus	Wool Grass	1 00
	Total	37.00
Temporary Cover:		
Avena spirra	Common Oat	350 00
Lakum multiflarum	Annual Rye	100 00
	Total	460.00
Forbs;		
Alisma sop	Water Plantain (Various N	1 00
Есптосва рафитеа	Purple Coneflower	4 00
Eupatroium pedokatum	Common Boneset	1.00
Ins virginica	Blue Flag	4 00
Ligites spiceta	Marsh Blazing Star	1.00
Lobeira cardinalis	Cardinal Flower	0.50
Lobelia siphilitica	Great Blue Lobelia	0.50
Lycopus americanus	Common Water Horehoun	. 00
Penstemon digitalis	Foxglove Beard Tongue	1.00
Pycnanthonium virginianum	Common Mountian Mint	: 00
Rudheckis Inloha	Brown-Eyert Susan	2 00
Sagittana lutifolia	Common Arrowhead	1.00
Tradescarba objetivis	Ohio Spiderwort	2 00
Zizia auroa	Golden Alexanders	2 00
	Total	22,00

VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365-U



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VALLEY VIEW
COMMUNITY UNIT
SCHOOL DISTRICT 365-U
801 NORMANTOWN ROAD
ROMEOVILLE, IL 60446

ROMOEVILLE HS SITE IMPROVEMENTS PHASE 2

100 N INDEPENDENCE BLVD ROMEOVILLE, IL 60446

LANDSCAPE DETAILS

Project Number QL-4840-1711 Drawn Inc.

L2.00