

4/25/2018

26-R-18

A RESOLUTION

**Authorizing the City Manager to Execute an
Intergovernmental Agreement with the Board of Education of Evanston
Township High School District No. 202**

**NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
EVANSTON, COOK COUNTY, ILLINOIS:**

SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk is hereby directed to attest on behalf of the City, the Intergovernmental Agreement with the Evanston Township High School District No. 202 (the "Agreement"), attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement that he deems to be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.


Stephen H. Hagerty, Mayor


Attest:



Devon Reid, City Clerk

Adopted: April 30, 2018

Approved as to form:



Michelle L. Masoncup, Interim
Corporation Counsel

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF EVANSTON AND
THE BOARD OF EDUCATION OF THE EVANSTON TOWNSHIP HIGH SCHOOL
DISTRICT NO. 202**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF EVANSTON
AND EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202 REGARDING THE
AFFORDABLE HOUSING PROGRAM**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made by and between the City of Evanston, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (the “City”), and the Board of Education of Evanston Township High School District No. 202, Cook County, Illinois (“ETHS”).

Section 1. Background.

A. The City identifies and acquires real property located in the City by purchase or other means to support the City’s affordable housing goals. Often these properties are vacant or the existing structures require demolition.

B. ETHS offers its students a class known as ‘Geometry in Construction’ which seeks to explore alternative channels and methods for educating students outside of a traditional classroom setting on various subject matters such as design, mathematics, technical, and construction related subjects.

C. The Geometry in Construction class constructs a residence by the end of each school year, which is moved to a residential lot and inhabited.

D. Since 2013, the City and ETHS have collaborated with an affordable housing developer, Community Partners for Affordable Housing (“CPAH”) to locate the Geometry in Construction homes on lots owned by the City or ETHS and in turn make the property available for purchase by a qualified applicant for affordable housing.

E. The City and ETHS have determined that the cooperation of the parties to date regarding the affordable housing program benefits both public bodies and the community. It is in their collective best interest to enter into this Agreement to memorialize the expectations and commitments of the parties and to maintain the viability of this educational and affordable housing program.

Section 2. General Commitments.

A. Term. This Agreement shall be in effect from the effective date, as set forth in Section 5.I to until June 30, 2023, and shall automatically renew for subsequent five-year terms; provided that the Agreement will not renew if a party provides written notice by December 31 of the year prior to renewal of the terminating party’s intention to not renew the Agreement. Further, either party may terminate this Agreement at any time without cause by providing the non-terminating party with six months written notice of the terminating party’s decision to terminate the Agreement. If such notice, however, is delivered after ETHS has commenced construction on a Project Home, as defined in Section 3.A, the Agreement shall not terminate until the Project Home is installed on the Subject Property, as defined in Section 3.A.

B. Administration of Agreement. The City Manager, or the City Manager's designee, shall administer this Agreement on behalf of the City. The ETHS Superintendent, or Superintendent's designee, shall administer this Agreement on behalf of ETHS.

C. Meetings. The City Manager and the ETHS Superintendent, or their designees, shall meet at least two times per year to discuss and review the affordable housing program, including the City's acquisition efforts and the status of construction.

D. Notification of Available Property. By March 1 of each year of this Agreement, or by such later date if agreed to in writing by the parties, the City will use best efforts to identify a residential property for the next Project Home site to enable the School District to construct a residence for such property in the immediately following school year. If the Parties decide that a property is not available by March 1, ETHS shall have no obligation to build a residence during the immediately following school year. ETHS will confirm, in its sole discretion, with the City prior to acquisition of the property whether the property is an appropriate site for the residence to be constructed in the upcoming school year. The City shall grant ETHS access to the property to conduct due diligence activities, including environmental assessments, that ETHS deems necessary. ETHS must notify the City and pay for any due diligence, including environmental assessment, that it seeks to be performed prior to the City's acquisition of the site.

Section 3. ETHS Role and Responsibilities.

A. ETHS to Construct Project Home. After the City acquires a property (the "Subject Property"), students and staff members shall construct a residence that is approximately 1,000 – 1,500 square feet in size (the "Project Home"). All aspects of the construction will be coordinated and supervised by ETHS, including the building foundation, and installation of all improvements and fixtures in compliance with all applicable codes and regulations. ETHS shall coordinate and perform all aspects of the construction in an efficient, competent, and safe manner in compliance with all federal, state, and local laws and regulations. The Project Home's primary structure will be constructed on ETHS property (1600 Dodge Avenue, Evanston, Illinois).

B. Relocation of Project Home and Duration of Construction. After the Project Home has been constructed, ETHS will arrange to move the Project Home to an appropriate foundation located on the Subject Property. The foundation, mechanical systems, including electrical, plumbing and HVAC, as well as interior and exterior finishing will be completed by subcontractors hired by ETHS. Subject to Force Majeure, ETHS shall use due diligence and commercially reasonable efforts to ensure completion and receipt of a Temporary Certificate of Occupancy within 18 months after commencing construction.

C. Permits. ETHS shall be responsible for obtaining all building and occupancy permits for the Project Home to enable it to be occupied on the Subject Property.

D. ETHS Costs. All costs for the construction of the Project Home and its placement on the Subject Property will be borne by ETHS, including but not limited to construction materials, labor costs, and removal expenses from ETHS Property to the Subject Property and

including landscaping and site improvements on the Subject Property; provided that the City shall waive all building permit fees, right of way fees, but will not waive water/sewer connection fees or other City fees related to the construction and transfer of the Project Home to a third-party.

Section 4. City Role and Responsibilities.

A. Acquisition of Property. Prior to March 1 of each year of this Agreement, the City, without financial contribution from ETHS, will obtain vacant property of sufficient size and zoned appropriately to allow for the location of a residence. The structure constructed may be a single-family home or a duplex.

B. City Inspection. City staff members will inspect the Project Home during construction and the finished Project Home prior to its removal from the ETHS property to ensure compliance with all applicable codes and regulations.

C. Affordability Control. The City shall work with an affordable housing organization to ensure that the Subject Property is affordable in perpetuity by placing the property in a land trust or through deed restrictions. Such affordable housing organization shall ensure that the Subject Property is sold to a buyer whose household income does not exceed 120% of the area median income at the time of purchase and who will own the property as their primary residence. Area Median Income means the maximum income limit set by the Chicago-Joliet-Naperville, Illinois HUD Metro FMR Area, which is based on household size as determined annually by the United States Department of Housing and Urban Development. First preference will be given to buyers that are employees of ETHS or the City of Evanston; second preference will be given to eligible households on the centralized wait list for affordable housing in Evanston managed by CPAH. When the property is re-sold, priority will be given to eligible households on the centralized waitlist whose incomes shall not exceed 120% of the area median income at the time of purchase and the purchase price shall be affordable to a household at that income level.

Section 5. Miscellaneous.

A. Notices. Any notice, request, demand, or other communication provided for by this Agreement must be in writing and will be deemed to have been duly received upon (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery, (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier, or (c) three calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice must be sent to the addresses set forth below, or to such other address as either party may specify in writing.

If to City:

Wally Bobkiewicz
City Manager

Sarah Flax
Housing & Grants

Michelle Masoncup
I City Attorney

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

If to ETHS:

Dr. Eric Witherspoon
Superintendent
1600 Dodge Avenue
Evanston, IL 60201

Mary Rodino
Chief Financial Officer
1600 Dodge Avenue
Evanston, IL 60201

Brian Crowley
Franczek Radelet
300 South Wacker, Ste. 3400
Chicago, IL 60606

B. Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the Parties, their respective successors, and assigns.

C. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Parties to this Agreement.

D. Governing Laws. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

E. Authority to Execute. The Parties warrant and represent that the persons executing this Agreement on their behalf have been properly authorized to do so.

F. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Parties.

G. Entire Agreement. It is understood and agreed that all understandings and agreements between the Parties are merged in this Agreement and no Party is relying upon any statement or representation not embodied in this Agreement. Each Party expressly acknowledges that, except as expressly provided in this Agreement, the other Parties and the agents and representatives of the other Parties have not made, and the other Parties are not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the transaction contemplated hereby.

H. Assignment. This Agreement cannot be assigned by any Party without the written consent of the other Parties and should any assignment be made by one Party without the written consent of the other Parties, such assignment will be null and void.

L. Counterpart Signatures. For the convenience of the Parties, this Agreement may be executed in similar counterparts, each counterpart shall be deemed an original instrument, and such counterparts taken together shall constitute one and the same.

I. Effective Date. The Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as set forth below.

CITY OF EVANSTON	BOARD OF EDUCATION OF EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202
By: _____ _____ City Manager	By: _____ _____ Superintendent
Date: _____	Date: _____