

RESOLUTION NO. 23-R-129

A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF ARLINGTON HEIGHTS FOR PHASE I ENGINEERING SERVICES FOR THE EUCLID AVENUE RESURFACING PROJECT

WHEREAS, the City of Rolling Meadows ("City") is responsible for Euclid Avenue between Rohlwing Road and Wilke Road; and

WHEREAS, the City and the Village of Arlington Heights ("Village") have previously worked together on joint projects; and

WHEREAS, the Village has entered into an agreement with Christopher B. Burke Engineering for Phase I Engineering of the Euclid Avenue Resurfacing Project; and

WHEREAS, the City owns a Bike Path on the South side of Euclid Avenue from Salt Creek Road to Wilke Road which is in poor condition and in need of rehabilitation; and

WHEREAS, the City has budgeted funds for Phase II engineering in Local Road Fund 61-70-5010-60020; and

WHEREAS, the City's portion of the Phase I Engineering is 4,585.00 which is reimbursable to the Village; and

WHEREAS, the Village approved the IGA at their October 16, 2023 Board Meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF ROLLING MEADOWS, ILLINOIS, as follows;

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval. The Mayor and City Council hereby authorize the Intergovernmental Agreement for Phase I Engineering Services for the Euclid Avenue Resurfacing Project with the Village of Arlington Heights.

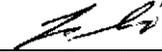
Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

AYES: Boucher, Reyez, Koehler, McHale, Budmats, O'Brien, Vinezeano

NAYS: 0

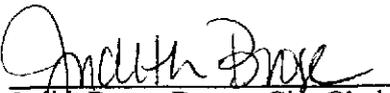
ABSENT: 0

Passed and approved this 14th Day of November, 2023.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR
"EUCLID AVENUE RESURFACING" PROJECT
PHASE I ENGINEERING SERVICES**

THIS AGREEMENT entered into by and between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois ("Village") and the City of Rolling Meadows, a municipal corporation of the County of Cook, State of Illinois ("City").

WITNESSETH

WHEREAS, the Village and City are home rule communities as provided in the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution and Illinois Compiled Statutes provide authority for intergovernmental cooperation; and

WHEREAS, the Village in cooperation with the Cook County Department of Transportation and Highways, has proposed roadway resurfacing improvements to Euclid Avenue from Rohlwing Road to Rand Road; and

WHEREAS, the scope of work for the project includes the resurfacing of the bicycle path in Cook County ROW located between Salt Creek and New Wilke Rd which falls within the City's municipal boundary; ("Improvements") and

WHEREAS, the Euclid Ave roadway and easements are located within both the corporate limits of the Village and the City, and the bike path is owned and maintained by the City; and

WHEREAS, the necessary engineering services for the proposed Improvements may be approached more effectively and economically with the City and the Village cooperating and using their joint efforts and resources; and

WHEREAS, the Village and the City want to construct the Improvements; and

WHEREAS, the Village has secured the services of an engineering consultant to perform Phase I engineering work for the proposed Improvements; and

WHEREAS, the City will fully reimburse the Village for the Phase I engineering design services for the proposed Improvements; and

WHEREAS, the City will fully reimburse the Village for the costs of the future Phase II design engineering and Phase III construction and engineering costs for the Improvements; and

WHEREAS, this Intergovernmental Agreement is authorized by the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois (5

ILCS 220/1 et seq.), which provides for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois.

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the Village and the City hereby agree as follows:

SECTION ONE: The Recitals of set forth in this Agreement, are expressly made a part of this Agreement.

SECTION TWO: The Village agrees as follows:

- A. To enter into a contract for Phase I engineering services with Christopher B. Burke Engineering, Ltd. for the proposed Euclid Ave Resurfacing Project, at a total cost of \$302,084.00, of which \$4,585.000 is for the services associated with the resurfacing of the bicycle path between Salt Creek and New Wilke Rd.

SECTION THREE: The City hereby agrees to pay \$4,585.00 for the Phase I engineering services for the resurfacing of the bicycle path between Salt Creek and New Wilke Rd, to the Village of Arlington Heights after engineering has been completed, within 30 days of appropriate receipt of an invoice from the Village.

SECTION FOUR: All notices required to be sent to the Village shall be served by United States certified mail, postage prepaid, return receipt requested, to the Village Manager at the following address:

Village Manager
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

or by personal delivery of any such notice delivered to an employee of the Village at its administration offices during the regular business hours of the office.

All notices required hereunder, to be sent to the City shall be served in writing by United States certified mail, postage prepaid, return receipt requested, to the City Manager at the following address:

City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, Illinois 60008

or by personal delivery of any such notice delivered to an employee of the City at its administration offices during the regular business hours of the office.

SECTION FIVE: It is mutually understood and agreed that all agreements and covenants in this Agreement are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid provision were not contained in this Agreement.

SECTION SIX: Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of any successor entity that may assume and perform the duties of either party.

SECTION SEVEN: This Agreement sets forth the entire understanding of the parties and may only be amended or modified by a written instrument signed by the parties except as otherwise provided herein.

SECTION EIGHT: If any provisions of this agreement are invalid for any reason, such invalidation shall not render invalid any provisions of this agreement which can be given effect without the invalid provision.

SECTION NINE: This agreement may be terminated by a majority vote of the corporate authorities of either the City or the Village and by sending a copy of the terminating resolution to the City or Village. Costs incurred by the Village for the bike path up until the date of termination are to be fully reimbursed by the City to the Village within thirty (30) days of termination.

SECTION TEN: This agreement shall be construed in accordance with the law and constitution of the State of Illinois.

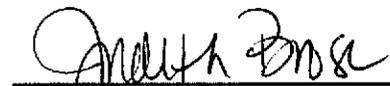
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this 16 day of October 2023.

CITY OF ROLLING MEADOWS



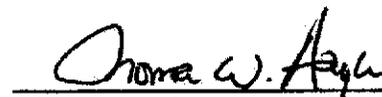
Mayor

ATTEST:



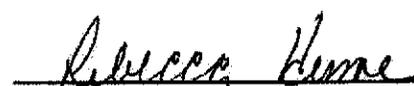
Deputy City Clerk

VILLAGE OF ARLINGTON HEIGHTS



Village President

ATTEST:



Village Clerk