

RESOLUTION NO. 23-R-134

A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF SCHAUMBURG FOR THE MAINTENANCE OF HARTUNG ROAD BIKE PATH AND RELATED FACILITIES FROM QUENTIN ROAD TO OLD PLUM GROVE ROAD

WHEREAS, the City of Rolling Meadows ("City") is responsible for creating and maintaining critical pedestrian infrastructure; and

WHEREAS, the Mayor and City Council wish to enter into an Intergovernmental Agreement with the Village of Schaumburg ("Village") for Maintenance of the Hartung Road Bike Path and Related Facilities from Quentin Road to Old Plum Grove Road; and

WHEREAS, the City and the Village have previously approved a Letter of Understanding regarding the Maintenance of the Bike Path; and

WHEREAS, it would be in the best interest of the citizens of Rolling Meadows to execute the attached agreement, Exhibit "A".

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 with the Village of Schaumburg for the Maintenance of Hartung Road Bike Path and Related Facilities from Quentin Road to Old Plum Grove Road as attached in Exhibit "A".

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

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

NAYS: 0

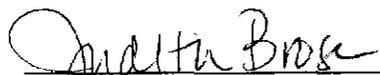
ABSENT: 0

Passed and approved this 28th Day of November, 2023.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

**INTERGOVERNMENTAL AGREEMENT
FOR MAINTENANCE OF BIKE PATH AND RELATED FACILITIES ALONG HARTUNG
ROAD, FROM QUENTIN ROAD TO OLD PLUM GROVE ROAD**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on this 28th day of November 2023 by and between the City of Rolling Meadows ("City") and the Village of Schaumburg ("Village"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the City, and the Village, collectively referred to herein as "Parties", share a common interest in improving the bike path network within their respective jurisdictions; and

WHEREAS, Hartung Road, Quentin Road, and Old Plum Grove Road have been identified by the Parties as a critical area for bike path improvements to enhance safety and accessibility for cyclists and pedestrians; and

WHEREAS, the City received Congestion Mitigation and Air Quality Improvement (CMAQ) Funds from the Chicago Metropolitan Agency for Planning (CMAP) to construct an eight foot (8') wide multi-use path on the east side of Quentin between of Euclid and Hartung within the City's existing right-of-way; and on the north side of Hartung, between Quentin and Old Plum Grove Road within the Village's existing right-of-way (hereinafter "Project"); and

WHEREAS, on November 9, 2021, the Village's Corporate Authorities approved Resolution R-21-087 authorizing the Letter of Understanding attached hereto as Exhibit 1, that was approved by the City's Corporate Authorities via Resolution 21-R-106 on October 26, 2021 and signed by the City's Mayor on October 27, 2021; and

WHEREAS, the Letter of Understanding includes a provision that the Village and City will enter into an Intergovernmental Agreement (IGA) detailing the requirements and responsibilities of both the Village and City for the maintenance of the Project; and

WHEREAS, it is the City's intent to assume responsibility for the routine maintenance of the Project within the Village's right-of-way, including the eight foot (8') wide hot-mix Asphalt multi-use path, associated retaining walls, and landscaping on the north side of Hartung Road from Quentin Road to Plum Grove Road; and

WHEREAS, the it is the Village's intent to continue to maintain all other public improvements within the Hartung right-of-way including the roadway, Village utilities, including replacement of Project elements if the Village's work within the right-of-way results in damage to the Project; and

WHEREAS, the Village will make every effort to ensure that any permits requested pursuant to its Chapter 158 that impact the Project in any way will be communicated to the City, and that permits will be issued in a manner that least interferes with the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

SECTION 1. Recitals: The Recitals of set forth in this Agreement, are expressly made a part of this Agreement.

SECTION 2. Approval: The Mayor and City Council hereby authorize this Intergovernmental Agreement between the City and the Village.

SECTION 3. City's Responsibilities: The City, in consideration for the Agreement, hereby agrees to be responsible for the routine maintenance and repair of the eight foot (8') wide hot-mix asphalt, multi-use path constructed along the north side of Hartung Road from Quentin Road to Plum Grove Road, as well as any retaining walls associated with the Project, and landscaping on the north side of Hartung Road from Quentin Road to Plum Grove Road.

SECTION 4. Village's Responsibilities: The Village, in consideration for the Agreement, hereby agrees that except as provided in Section 3 above, the Village agrees to continue maintaining all other utilities and improvement within its Hartung right-of-way, including but not limited to the roadway elements, public utilities, and storm sewers.

SECTION 5. Effective Date and Term: The responsibilities of the Parties for maintenance as outlined in this Agreement shall be effective immediately upon approval by both Parties, and shall remain in effect until such time that the Parties mutually agree to amend the Agreement, or until the Project reaches its end of useful life and requires a major reconstruction.

SECTION 6: Additional Maintenance: The Parties shall each be responsible for funding the maintenance of the facilities they are accountable for under this Agreement. Any additional maintenance expenses required for unforeseen circumstances shall be discussed and resolved jointly.

SECTION 7. Notices: 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 Schaumburg
101 Schaumburg Court
Schaumburg, Illinois 60193

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 8. Severability: 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 9. Assignment: The Parties may not 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 10. Entire Understanding: 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 11. Validity: 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 12. Term: 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 City up until the date of termination are to be shared equally and paid by the Village within thirty (30) days of termination.

SECTION 13: 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 28th day of November 2023.

CITY OF ROLLING MEADOWS

VILLAGE OF SCHAUMBURG



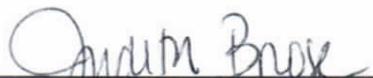
Mayor



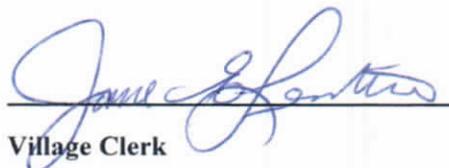
Village President

ATTEST:

ATTEST:



Deputy City Clerk



Village Clerk