

RESOLUTION NO. 24-R-64

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF ARLINGTON HEIGHTS FOR PHASE II ENGINEERING SERVICES FOR THE EUCLID AVENUE RESURFACING PROJECT

WHEREAS, the Village of Arlington Heights (“*Village*”) has received Federal funding to resurface Euclid Avenue between Rohlwing Road and Rand Road (“*Village Project*”); and,

WHEREAS, on the south side of Euclid Avenue between Salt Creek and New Wilke Road, the City owns a shared use path that is in poor condition and in need of rehabilitation (“*City Project*”); and

WHEREAS, pursuant to statute and their home rule authority, the Village and the City may cooperate with each other in the exercise of their governmental powers and functions; and

WHEREAS, the City’s Resolution No. 23-R-129 authorized an intergovernmental agreement with the Village to incorporate the City Project into the Phase I Engineering of the Village Project and to proportionately share the costs of engineering services; and

WHEREAS, the City and the Village now desire to enter into an intergovernmental agreement (“*Phase II IGA*”) to incorporate the City Project into the Phase II Engineering for the Village Project and proportionately share the costs of engineering services; and

WHEREAS, the City’s proportionate share payable to the Village under the Phase II IGA would be \$11,760.00, which funds are available and budgeted for this purpose in the Local Road Fund, Account No. 61-70-5010-54610; and

WHEREAS, the Village approved the Phase II IGA at their June 18, 2024 Board Meeting; and

WHEREAS, the City Council has determined that it will serve and be in the best interests of the City to enter into the Phase II IGA with the Village for the City Project.

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 II Engineering Services for the Euclid Avenue Resurfacing Project with the Village of Arlington Heights. The Mayor and Deputy Village Clerk shall be, and are hereby, authorized and directed to execute and attest the Intergovernmental Agreement and all necessary documentation related thereto.

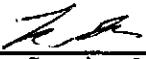
Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

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

NAYS: 0

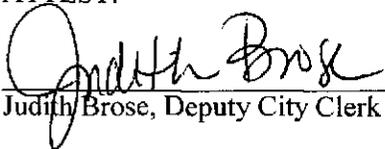
ABSENT: Vinezeano

Passed and approved this 16th day of July, 2024.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT
WITH THE CITY OF ROLLING MEADOWS**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: A certain Intergovernmental Agreement by and between the Village of Arlington Heights and the City of Rolling Meadows, related to the Phase 2 design engineering services for the Euclid Avenue Resurfacing Project, a true and correct copy of which is attached hereto, be and the same is hereby approved.

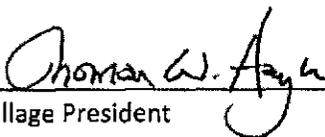
SECTION TWO: The Village President is hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Village of Arlington Heights.

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

AYES: LABEDZ, TINAGLIA, SCHWINGBECK, BERTUCCI, SHIRLEY, BALDINO, DUNNIGTON,
GRASSE, HAYES

NAYS: NONE

PASSED AND APPROVED this 18th day of June, 2024.


Village President

ATTEST:


Village Clerk

R 2024-19
A 2024-26

**INTERGOVERNMENTAL AGREEMENT FOR
"EUCLID AVENUE RESURFACING" PROJECT
PHASE II 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 II engineering work for the proposed Improvements; and

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

WHEREAS, the City will fully reimburse the Village for the costs of the future Phase III construction and engineering costs for the Improvements which will be outlined in a separate IGA for Phase III Construction Engineering Services; and

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

A 2024-26
R 2024-16

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 II engineering services with Christopher B. Burke Engineering, Ltd. for the proposed Euclid Ave Resurfacing Project, at a total cost of \$325,518.00, of which \$11,760.00 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 \$11,760.00 for the Phase II 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.

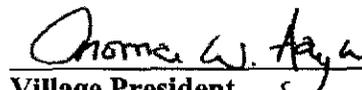
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this 18 day of JUNE 2024.

CITY OF ROLLING MEADOWS

VILLAGE OF ARLINGTON HEIGHTS



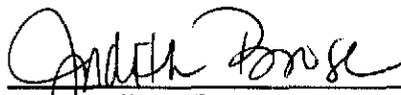
Mayor



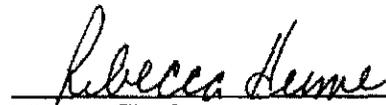
Village President

ATTEST:

ATTEST:



Deputy City Clerk



Village Clerk