

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ROLLING MEADOWS AND THE
VILLAGE OF ARLINGTON HEIGHTS FOR ALGONQUIN ROAD
CORRIDOR STREET LIGHTING CONSTRUCTION**

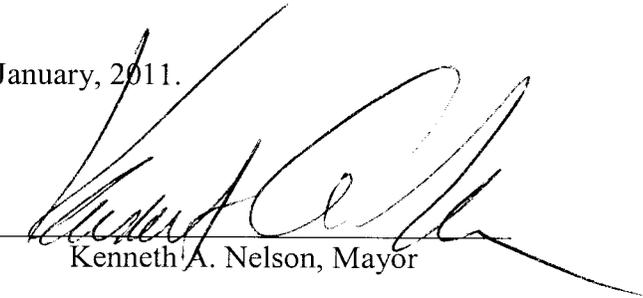
BE IT RESOLVED by the Mayor and the City Council of the City of Rolling Meadows, Illinois, that the Mayor and City Clerk are hereby authorized and directed to execute and deliver, on behalf of the City of Rolling Meadows, an Intergovernmental Agreement with the Village of Arlington Heights, a copy of which is attached hereto as Exhibit "A".

YEAS: Lusk, Buske, Judd, Adams, D'Astice, Larsen

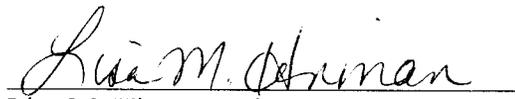
NAYS: 0

ABSENT: Pitzaferro

Passed and approved this 11th day of January, 2011.


Kenneth A. Nelson, Mayor

ATTEST:


Lisa M. Hinman, City Clerk

**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT FOR
STREET LIGHTING IMPROVEMENTS**

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, dated January 11, 2011, regarding street lighting improvements along portions of Algonquin, Golf and New Wilke Roads, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President and Village Clerk are hereby authorized and directed to execute said intergovernmental agreement on behalf of the Village of Arlington Heights.

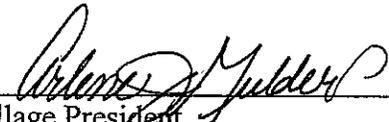
SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES: FARWELL, ROSENBERG, BLACKWOOD, STRENGREN, GLASGOW, HAYES, BREYER, SCALETTA,
MULDER

NAYS: NONE

PASSED AND APPROVED this 7th day of February, 2011.

ATTEST:



Village President



Village Clerk

Legal 1
2/2/11

**INTERGOVERNMENTAL AGREEMENT FOR
ALGONQUIN ROAD CORRIDOR – STREET LIGHTING
CONSTRUCTION IMPROVEMENTS AND 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”).

WTTNESSETH

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 City of Rolling Meadows has obtained Surface Transportation Program (STP) and American Recovery and Reinvestment Act (ARRA) federal funding assistance for the installation of Highway Street Lighting Improvements within the Algonquin Road Corridor (Magnolia Drive to 1600 feet west of Arlington Heights Road), and inclusive of street lighting improvements on the adjacent Golf Road and New Wilke Road locations; and

WHEREAS, Algonquin Road, Golf Road and New Wilke Road are located within both the corporate limits of the Village of Arlington Heights and the City of Rolling Meadows, and the roadways provide access benefits for residents of both, and other Communities; and

WHEREAS, the necessary engineering services and construction services for the proposed street lighting improvements will be approached more effectively and economically with both municipalities cooperating and using their joint efforts and resources; and

WHEREAS, the Village and the City want to improve the said Algonquin Road corridor, along with Golf Road and New Wilke Road sections of highway for safe motor vehicle use; and

WHEREAS, the City of Rolling Meadows has secured and completed the services of an Engineering consultant to perform Phase I and Phase II Engineering work for the proposed street lighting, and desires to do the same for the proposed roadway improvements and construction engineering services; and

WHEREAS, it is believed to be in the best interests of the Village of Arlington Heights and the City of Rolling Meadows to share proportionately in the cost of construction engineering services and construction costs for the proposed street lighting improvements to the roadway; 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

A11-002/R11-001

A11-002

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: All matters set forth in the Recitals of this Agreement, are expressly made a part of this Agreement.

SECTION TWO: The City, in consideration for this Agreement, hereby agrees as follows:

- A. To enter into a contract for construction engineering serviced for the proposed Algonquin Road corridor street lighting improvements, and for the proposed Golf Road and New Wilke Road street lighting improvements, at an estimated cost of \$248,025.70 by the City of Rolling Meadows (63.4%) and by the Village of Arlington Heights (36.6%).
- B. The construction contract for the proposed street lighting improvements is to be awarded by the Illinois Department of Transportation. The contract award is at an amount of \$1,828,342.60 based on approved plans and specifications, and per IDOT bid letting held September 17, 2010.

Proportionately, the cost share of street lighting improvements on the Algonquin Road Corridor, on Golf Road, and on New Wilke Road is based upon the number of street light fixtures and poles within each municipality, per the attached "Exhibit A"; of the total 205 new street lighting poles, 130 (63.4%) are located within the municipal limits of Rolling Meadows, and 75 (36.6%) are located within the municipal limits of Arlington Heights.

- C. That the attached "Exhibit B" provides for the identification and location of all of the 205 new street lighting poles, per municipal cost responsibility.
- D. To ensure that all work is performed properly.
- E. That the scope of all work is per project specifications, and scope of services; as presented within written proposal for services, unit prices, and quantities; and acceptable and agreed to by both the Village and City Engineers.
- F. The City will indemnify and save harmless the Village and its officers, agents, employees from any and all liability, losses or damages, including attorneys' fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including workers' compensation claims in any way resulting from or arising out of any wrongful or negligent act or omission from the operations of the City under this Agreement, including operations of subcontractors;

and the City will, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom, or incurred in connection therewith; and, if any judgments will be rendered against the Village in any such act, the City will, at its own expense, satisfy and discharge same. The City expressly understands and agrees that any performance bond or insurance protection required by the Agreement, or otherwise provided by the City, will in no way limit the responsibility to indemnify, keep and save harmless and defend the Village as herein provided.

SECTION THREE: The Village, in consideration for this Agreement, hereby agrees to pay for its portion of the construction costs, for materials measured in place upon completion of construction, and construction engineering services costs, to the City of Rolling Meadows, upon receipt of appropriate documentation from the contractor, the project engineer, IDOT, to include all other agency certified acceptance, all As-Built construction drawings, and all final waivers of lien, and invoicing by the City, and approval by the Village Engineer; said approvals shall not be unreasonably withheld.

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 S. 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 shall be in effect and this agreement shall be established when executed by the Village and the City. Unless otherwise terminated, this agreement shall be effective until July 1, 2012, or terminated earlier if said project construction and engineering is completed and closed prior to said date, or if the projects are terminated by mutual agreement of both parties.

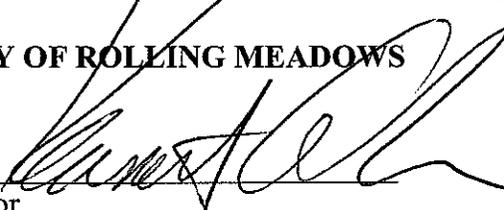
SECTION TEN: This agreement may be terminated by a majority vote of the corporate authorities of either municipality and sending a copy of the terminating ordinance to the other municipality. Costs incurred by the City up until the date of termination are to be shared proportionately and paid by the Village as described in Section Three of this Agreement.

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

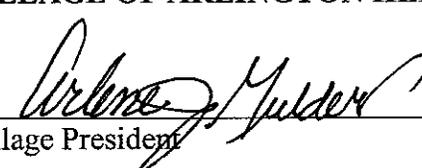
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this 11th day of January 2011.

CITY OF ROLLING MEADOWS

VILLAGE OF ARLINGTON HEIGHTS



Mayor



Village President

ATTEST:

ATTEST:



City Clerk



Village Clerk

Exhibit "A"

Algonquin Road Lighting Improvements

Estimate of Construction and Construction Engineering Costs - by municipal boundary

Number of Poles	Total	Rolling Meadows	Arlington Heights
Controller A1		1	13
Controller A7		24	31
Controller B3			15
Controller 04		41	16
Controller 17		17	
Controller 58		46	
other		1	
Sub-Total:	205	130	75
Percent of Poles	100.0%	63.4%	36.6%

Design Phase:

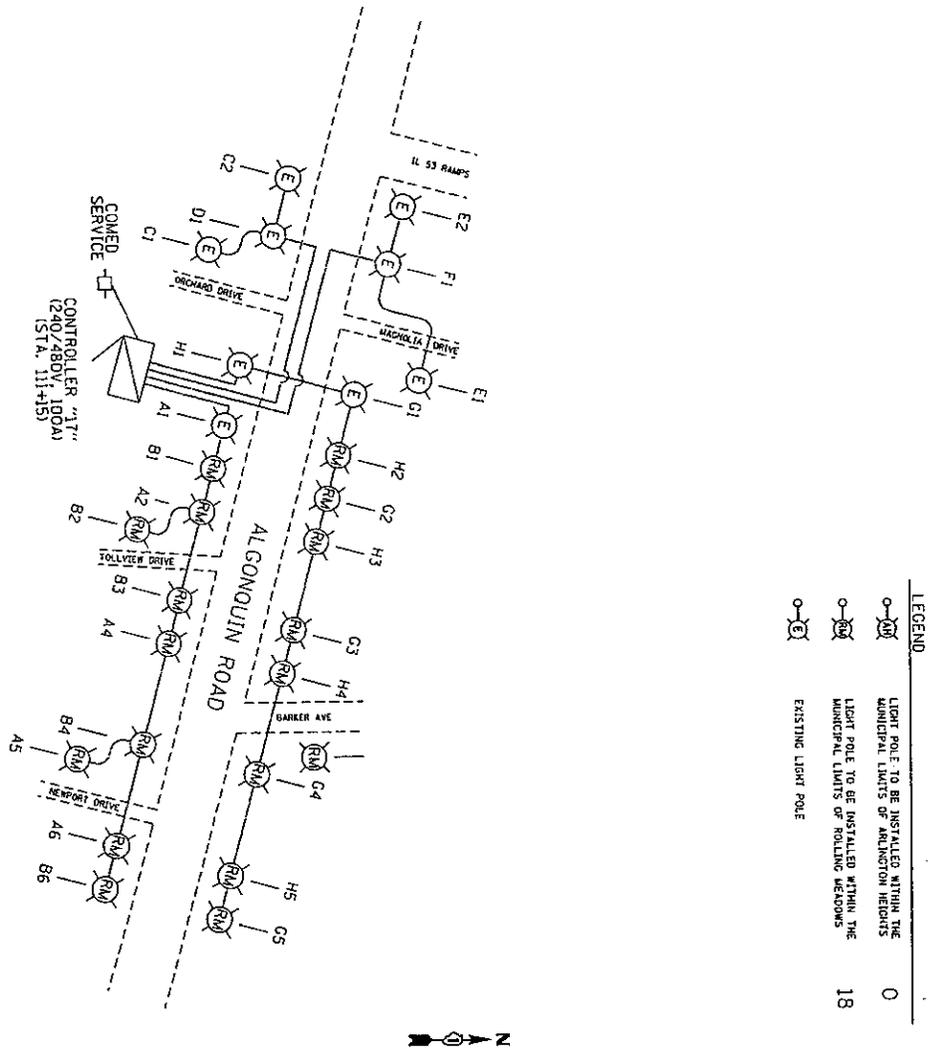
Design Engineering (50-50)	\$ 68,656.00	\$ 34,328.00	\$ 34,328.00
Design Engineering Supplement #1	\$ 11,119.00	\$ 11,119.00	
Design Engineering Supplement #2	\$ 9,455.00		\$ 9,455.00
Total:	\$ 89,230.00	\$ 45,447.00	\$ 43,783.00

Construction Phase:

Construction Cost:	\$ 1,828,342.60	\$ 1,159,436.77	\$ 668,905.83
Construction Engineering:	\$ 248,025.70	\$ 157,284.59	\$ 90,741.11
Sub-Total:	\$ 2,076,368.30	\$ 1,316,721.36	\$ 759,646.94
Grants & Federal Participation:			
ARRA Funds	\$ (979,739.00)	\$ (621,297.90)	\$ (358,441.10)
Sub-Total:	\$ 1,096,629.30	\$ 695,423.46	\$ 401,205.84
FHWA (70%)	\$ 767,640.51	\$ 486,796.42	\$ 280,844.09
Remaining Balance:	\$ 328,988.79	\$ 208,627.04	\$ 120,361.75

Algonquin road Street Light Plan Overview "Exhibit B"

Received 1/18/11



LEGEND

	LIGHT POLE TO BE INSTALLED WITHIN THE MUNICIPAL LIMITS OF ARLINGTON HEIGHTS	0
	LIGHT POLE TO BE INSTALLED WITHIN THE MUNICIPAL LIMITS OF ROLLING MEADOWS	18
	EXISTING LIGHT POLE	

CHARTER GROUP, INC.		STATE OF ILLINOIS		ALGONQUIN ROAD LIGHTING IMPROVEMENTS		SECTION		COUNTY	
1000 N. WASHINGTON ST. CHICAGO, IL 60610 TEL: 312.733.8000 FAX: 312.733.8001		DEPARTMENT OF TRANSPORTATION		EXHIBIT "B" - CONSTRUCTION COST RESPONSIBILITIES		09-03030-00-11		COOK	
DESIGNED BY	DATE	REVISIONS	DATE	SCALE	SHEET NO.	OF SHEETS	TO STA.	REV.	DATE
CHARTER GROUP, INC.	1/18/11	1		AS SHOWN	18	21	1+00 TO 1+50	1	1/18/11



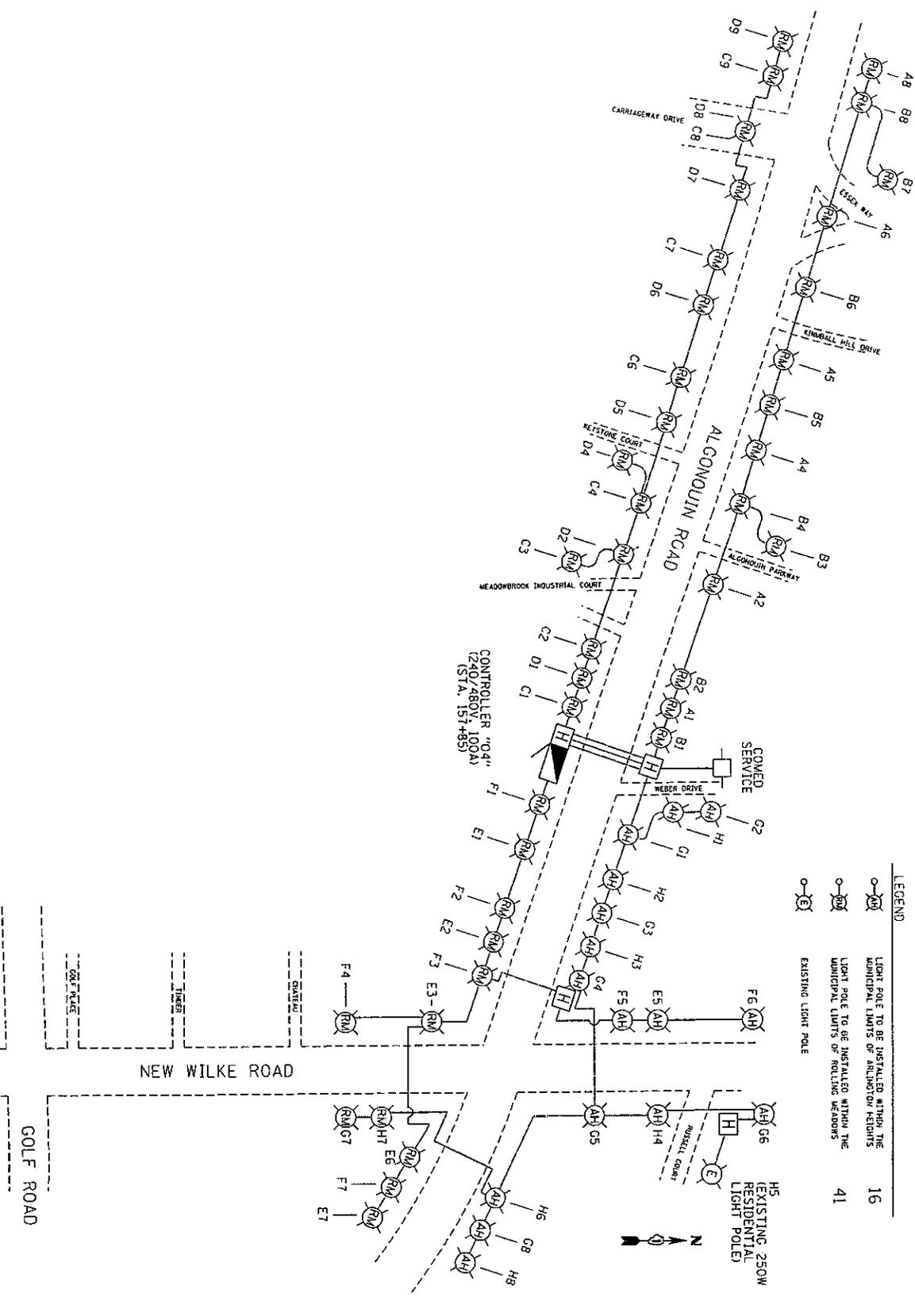
Clotba Group, Inc.
 CONSULTING ENGINEERS
 1000 W. 11th Street, Suite 400
 Chicago, Illinois 60605
 Tel: 773.731.1000 Fax: 773.731.1001

DESIGNED - S.S.	REVISION -
DRAWN - S.S.	REVISION -
CHECKED - J.W.	REVISION -
DATE - 6/16/2010	REVISION -

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

ALCONQUIN ROAD LIGHTING IMPROVEMENTS
 EXHIBIT 'B' - CONSTRUCTION COST RESPONSIBILITIES

SCALE: N.T.S.	SHEET NO. OF SHEETS	STA.	TO STA.
FILE #	SECTION	COUNTY	DISTRICT
319	09-0100-00-11	COOK	63435
FED. ROAD DIST. NO. 1 (UNIMPROVED) - 63435			



LEGEND

	LIGHT POLE TO BE INSTALLED WITHIN THE MUNICIPAL LIMITS OF ALCONQUIN TOWNSHIP	16
	LIGHT POLE TO BE INSTALLED WITHIN THE MUNICIPAL LIMITS OF ROLLING MEADOWS	41
	EXISTING LIGHT POLE	



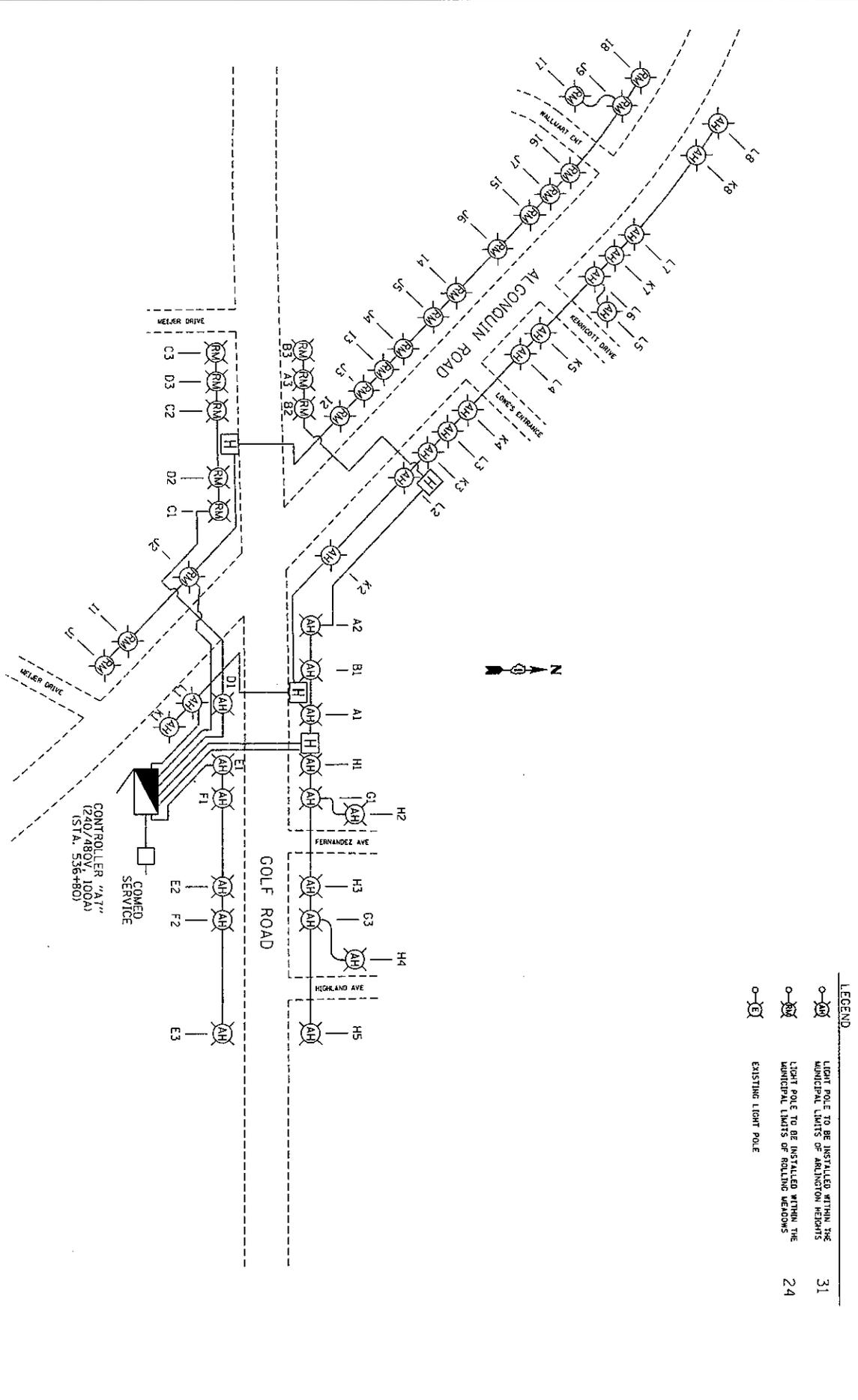
Clatba Group, Inc.
 CONSULTING ENGINEERS
 1000 North Lincoln Highway, Suite 402
 Naperville, Illinois 60563
 Tel: 630.330.0000 Fax: 630.330.0001

DESIGNED BY: J. J. JONES
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 DATE: 6/16/2010

REVISIONS:
 NO. DESCRIPTION
 1. REVISED
 2. REVISED
 3. REVISED

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

ALGONQUIN ROAD LIGHTING IMPROVEMENTS
 EXHIBIT B - CONSTRUCTION COST RESPONSIBILITIES
 SCALE: N.T.S. SHEET NO. OF SHEETS TO S.I.L.



LEGEND

○ AH LIGHT POLE TO BE INSTALLED WITHIN THE MUNICIPAL LIMITS OF ARBINGTON HEIGHTS 31

○ AM LIGHT POLE TO BE INSTALLED WITHIN THE MUNICIPAL LIMITS OF ROLLING MEADOWS 24

○ E EXISTING LIGHT POLE



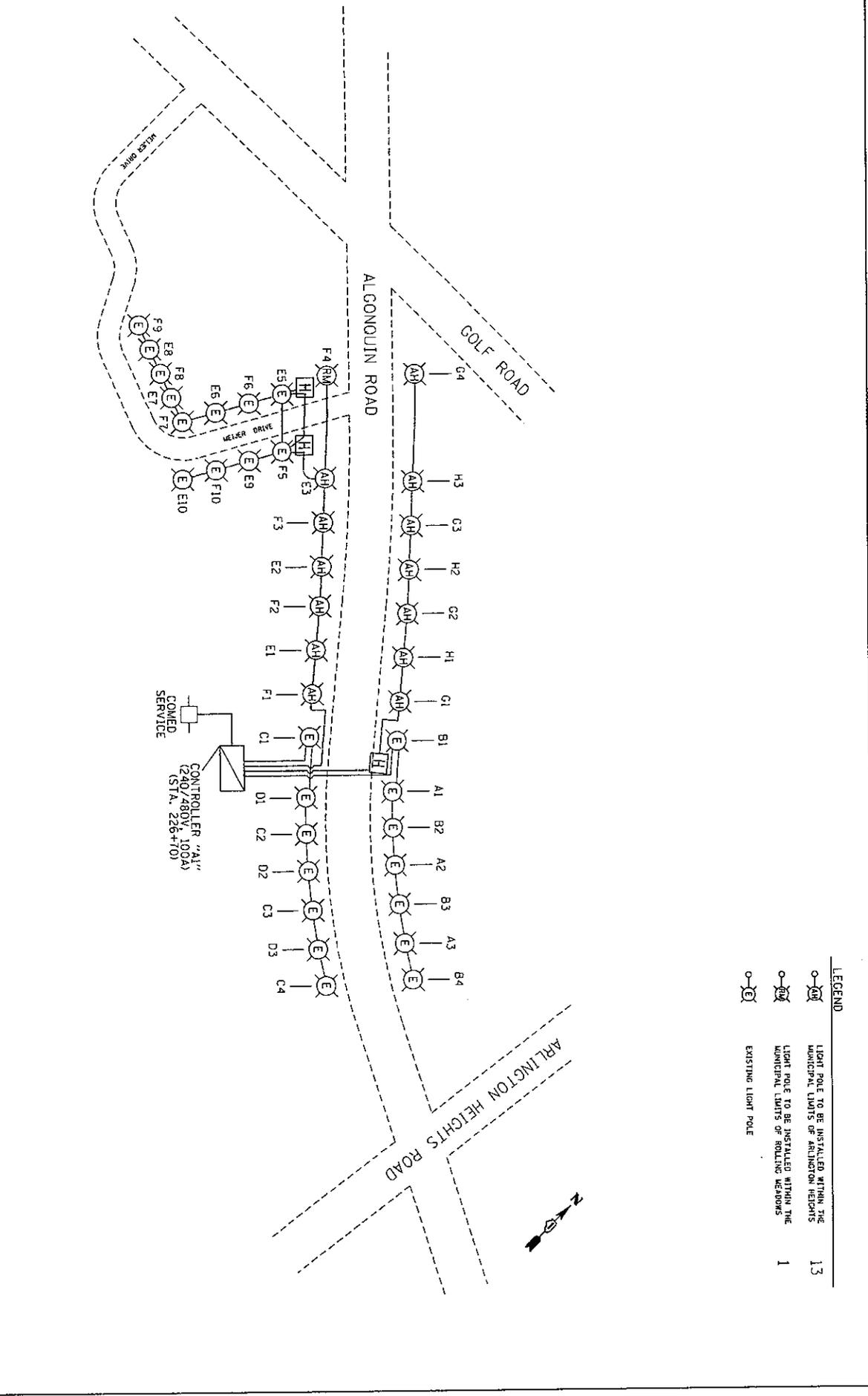
Clorba Group, Inc.
 CONSULTING ENGINEERS
 1000 N. WILSON AVENUE, SUITE 100
 CHICAGO, ILLINOIS 60642
 TEL: 773.334.1100 FAX: 773.334.1111

DATE MADE	2/20/04	DESIGNED	SJR	REVISION	-
TITLE SCALE	AS SHOWN 1" = 100'	DRAWN	SJR	REVISION	-
PROJECT	ALCONQUIN ROAD	CHECKED	JAV	REVISION	-
DATE	5/16/2010	REVISION	-	REVISION	-

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

ALCONQUIN ROAD LIGHTING IMPROVEMENTS
 EXHIBIT B - CONSTRUCTION COST RESPONSIBILITIES
 SCALE: A1/S: SHEET NO. OF SHEETS 1 STA. TO STA.

DATE	SECTION	COUNT	TOTAL SHEETS
3/8	05-0001-06-13	5	4
05-0001-06-13	CONTRACT NO.	53276	



LEGEND

	13
	1

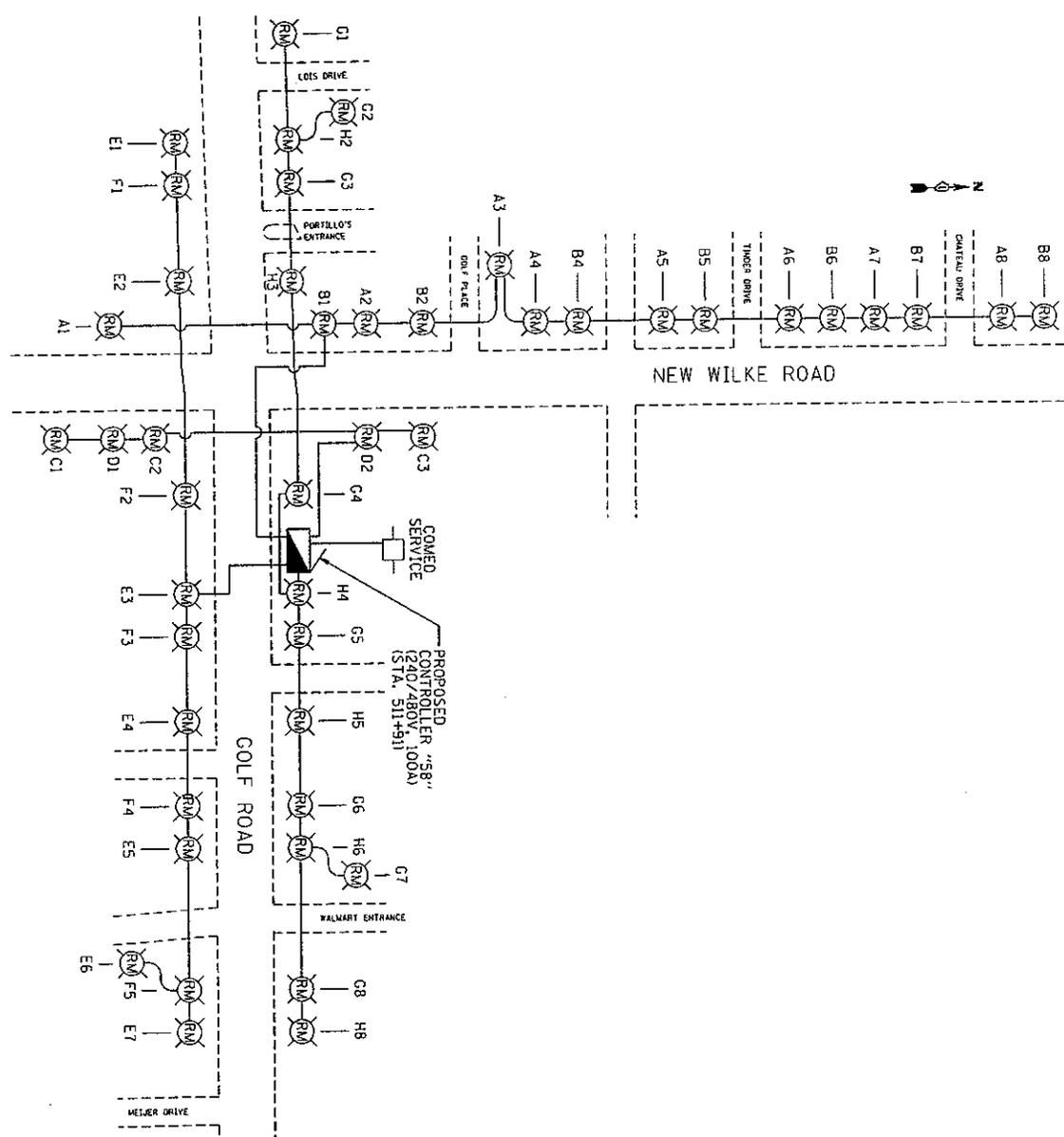


Clotria Group, Inc.
 800 West Commonwealth Avenue, Suite 402
 Chicago, IL 60614
 (773) 777-7000

DESIGNED - RAB	REVISION
DRAWN - RAB	REVISION
CHECKED - JMT	REVISION
DATE - 5/16/2000	REVISION

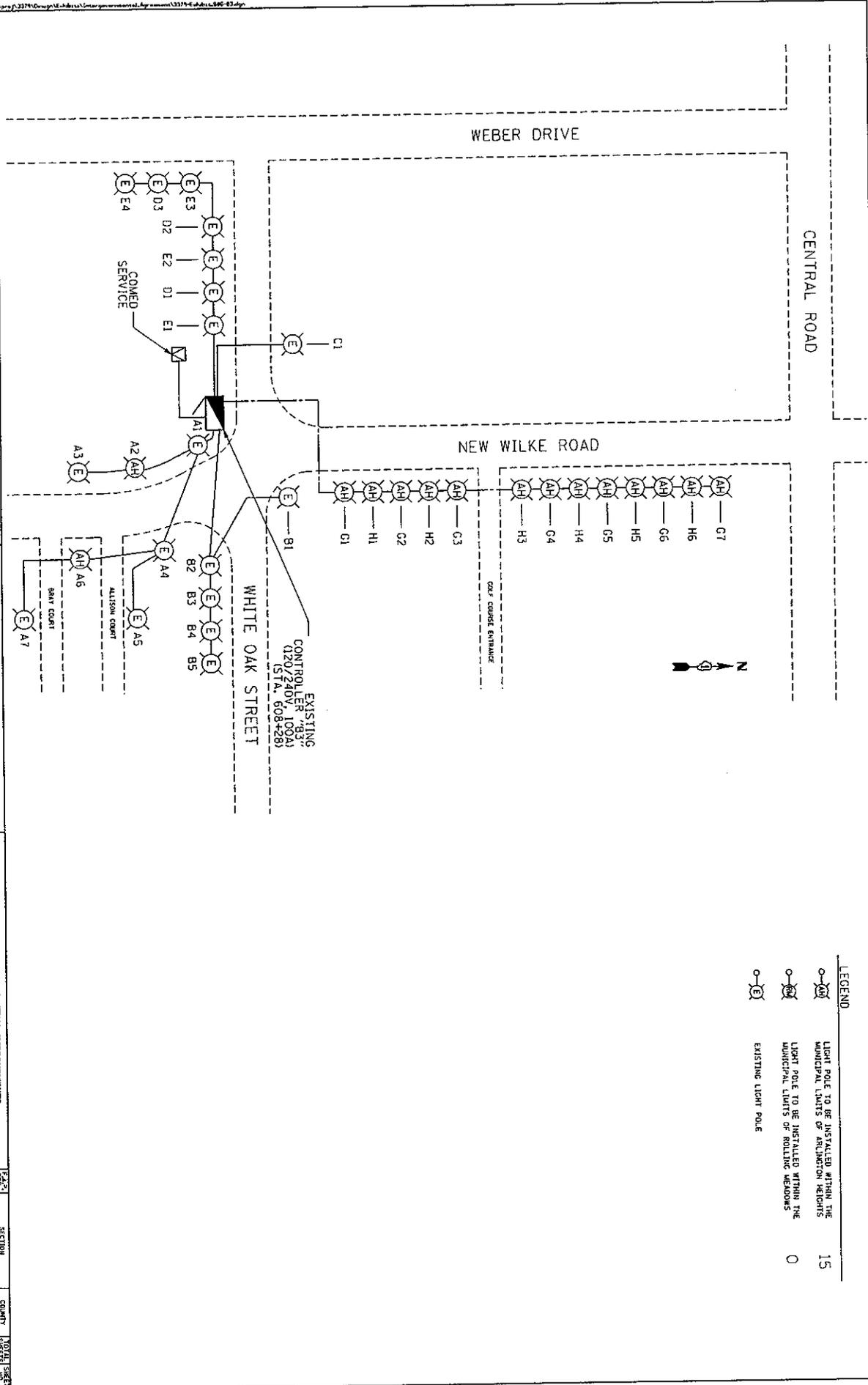
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SCALE: N.T.S.	SHEET NO. 46	OF 51
ALGONQUIN ROAD LIGHTING IMPROVEMENTS		
EXHIBIT "B" - CONSTRUCTION COST RESPONSIBILITIES		
DATE: 3/29	SECTION: 09-0200-00-1	COUNTY: COOK
RD. NO. 091, AS ILLUSTRATED BY CONTRACT	CONTRACT NO. 6326	TOTAL SHEET NO. 5



LEGEND

	LIGHT POLE TO BE INSTALLED WITHIN THE MUNICIPAL LIMITS OF ARLINGTON HEIGHTS	0
	LIGHT POLE TO BE INSTALLED WITHIN THE MUNICIPAL LIMITS OF ROLLING MEADOWS	46
	EXISTING LIGHT POLE	



LEGEND

 LIGHT POLE TO BE INSTALLED WITHIN THE MUNICIPAL LIMITS OF ARLINGTON HEIGHTS 15
 LIGHT POLE TO BE INSTALLED WITHIN THE MUNICIPAL LIMITS OF ROLLING MEADOWS 0
 EXISTING LIGHT POLE