

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ROLLING MEADOWS AND THE
VILLAGE OF ARLINGTON HEIGHTS FOR "WILKE ROAD RESURFACING & MULTI-
USE PATH" PROJECT PHASE 1 ENGINEERING SERVICES**

BE IT RESOLVED by the Mayor and the City Council of the City of Rolling Meadows, Illinois, that the Intergovernmental Agreement for Wilke Road Resurfacing & Multi-Use Path Project Phase 1 Engineering Services, between the City of Rolling Meadows ("City") and the Village of Arlington Heights ("Village"), a copy of which is attached hereto as Exhibit "A" is hereby approved.

The cost for the Phase 1 engineering for the Wilke Road Roadway Improvements is established at \$93,568.00, with \$19,088.00 to be paid by the City and \$74,480.00 to be paid by the Village.

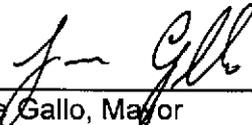
This portion of the phase 1 engineering is to be funded through the Local Road Fund (61-70-5010-60020).

AYES: Sanoica, McHale, Budmats, O'Brien, Vinezeano, Bisesi, Reyez

NAYS: 0

ABSENT: 0

Passed and approved this 25th day of January, 2022.



Joe Gallo, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR "WILKE ROAD RESURFACING & MULTI-USE PATH" 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 has obtained Surface Transportation Program (STP) federal funding assistance for the Phase II and Phase III engineering services and construction of the proposed roadway improvements and multi-use path located along Wilke Road, ("Improvements") and

WHEREAS, the Wilke Road roadway and easements are located within both the corporate limits of the Village and the City, and the roadway provides transportation benefits to residents of both, and other communities; 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, it is in the best interests of the Village and the City to proportionally share (Village = 79.6%; City = 20.4%) in the Phase I engineering design services for the proposed Improvements and

WHEREAS, the Village and the City desire to proportionally share (Village = 79.6%; City = 20.4%) in the future Local Agency share of the 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.

DRAFT

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 Wilke Road Resurfacing & Multi-Use Path Improvement Project, at a total cost of \$93,568.00.

SECTION THREE: The City hereby agrees to pay 20.4% = \$19,088 of the cost for the engineering services, to the Village of Arlington Heights, 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.

DRAFT

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 up until the date of termination are to be proportionally shared (Village = 79.6%; City = 20.4%) and the City shall reimburse their share to the Village within thirty (30) days of termination.

SECTION TWELVE: 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 ____ day of _____ 2022.

CITY OF ROLLING MEADOWS

VILLAGE OF ARLINGTON HEIGHTS

Mayor

Village President

ATTEST:

ATTEST:

Deputy City Clerk

Village Clerk