

**RESOLUTION NO. 22-R-99**

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

**WHEREAS**, The City of Rolling Meadows (“City”) is responsible for portions of Weber Road; and

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

**WHEREAS**, Phase I engineering for the Weber Road and Multi-Use Path project (“Project”) has been completed; and

**WHEREAS**, Christopher B. Burke Engineering has completed the Phase I Engineering for the Weber Road Resurfacing and Multi-Path Use Project; 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 II engineering is \$125,700.41; and

**WHEREAS**, the Village’s Portion of the Phase II engineering is \$115,474.59, and

**WHEREAS**, by motion at their regular August 8, 2023 meeting, the City Council directed staff to continue discussions with the Village in order to memorialize future maintenance responsibilities after construction on the Project has been completed within a new Intergovernmental Agreement (IGA) to be acted upon prior to approval of construction and construction observation contracts for this 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 Weber Road Resurfacing and Multi-Use Path Project Phase II Engineering Services between the City of Rolling Meadows and 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: Vinezeano, Boucher, Reyez, Koehler, McHale, Budmats, O'Brien

NAYS: 0

ABSENT: 0

Passed and approved this 8<sup>th</sup> day of August, 2023.

  
\_\_\_\_\_  
Lara Sanoica, Mayor

ATTEST:

  
\_\_\_\_\_  
Judith Brose, Deputy City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR  
"WEBER DRIVE" - ROADWAY ENGINEERING  
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 City has obtained Surface Transportation Program (STP) federal funding assistance for the proposed multi-use path and roadway improvements located at Weber Drive, ("Improvements") and

**WHEREAS**, the Weber Drive 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 City has secured the services of an engineering consultant to perform Phase II Engineering work for the proposed Improvements; and

**WHEREAS**, it is in the best interests of the Village and the City to share equally in the engineering design services for the proposed Improvements; and

**WHEREAS**, the City and the Village desire to share equally in the future 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 City agrees as follows:

- A. To enter into a contract for Phase II engineering design services with Christopher B. Burke Engineering, Ltd. for the proposed Weber Road Resurfacing & Multi-Use Path Improvement Project, at a total cost of \$241,175.00

**SECTION THREE:** The Village hereby agrees to pay 47.88% of the cost for the engineering services, to the City of Rolling Meadows, within 30 days of appropriate receipt of an invoice from the City.

**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 City up until the date of termination are to be shared equally and paid by 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 \_\_\_\_\_ 2023.

**CITY OF ROLLING MEADOWS**

**VILLAGE OF ARLINGTON HEIGHTS**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village President

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Deputy City Clerk

\_\_\_\_\_  
Village Clerk