

**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 multi-use path and roadway improvements at the intersection of Algonquin Road and New Wilke Road, 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:

NAYS:

PASSED AND APPROVED this 20th day of September, 2021.

Village President

ATTEST:

Village Clerk

**INTERGOVERNMENTAL AGREEMENT FOR
“ALGONQUIN/NEW WILKE” - ROADWAY ENGINEERING
PHASE II DESIGN ENGINEERING AND LAND ACQUISITION 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 to the intersection located at Algonquin Road and New Wilke Road, (“Improvements”) and

WHEREAS, the Surface Transportation Program (STP) federal funding assistance will reimburse 50% of the costs for the Phase II Design Engineering and Land Acquisition work for the proposed Improvements, with the remaining 50% considered local share costs; and

WHEREAS, Algonquin Road and New Wilke Road roadways 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 and land acquisition 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 will attempt to secure the services of an engineering consultant to perform Phase II Design Engineering and Land Acquisition 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 are already sharing equally in the cost of the Phase I engineering study and desire to share equally in the Phase II design engineering and Land Acquisition costs and the future Phase III construction 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 to provide Phase II design engineering services for the proposed Algonquin Road and New Wilke Road Intersection Improvement Project, at an estimated total cost of \$304,000.00.
- B. To enter into a contract to provide land acquisition services for the proposed Algonquin Road and New Wilke Road Intersection Improvement Project, at an estimated total cost of \$70,000.00.

SECTION THREE: The Village hereby agrees to pay 50% of the actual local share costs (50% of \$152,000 = \$76,000 (Phase II Design) and 50% of \$35,000 = \$17,500 (Land Acquisition)) for the engineering and land acquisition services required, 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 _____ 2021.

CITY OF ROLLING MEADOWS

VILLAGE OF ARLINGTON HEIGHTS

Mayor

Village President

ATTEST:

ATTEST:

Deputy City Clerk

Village Clerk