

RESOLUTION NUMBER 31 - 11

RESOLUTION REPEALING RESOLUTION NUMBER 23-11 AND REPLACING IT WITH THE REVISED RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE AND THE VILLAGE OF CARPENTERSVILLE FOR IMPROVEMENTS ALONG DUNDEE ROAD AS PART OF THE HAZARD ROAD, MONROE AVENUE, GOLFOVIEW LANE AND DUNDEE ROAD RECONSTRUCTION PROJECT

WHEREAS, Carpentersville wishes to undertake certain roadway and utility improvements (hereinafter "the Project") in accordance with the improvement plans titled "Plans for Proposed Federal Aid Highway FAU 2414 (Golfview Lane, Monroe Avenue), FAU 1280 (Hazard Road), FAP 343 (Dundee Road) FAP 343 IL 68 (Dundee Road to FAP 360 IL 25 (J F Kennedy Memorial Drive) Reconstruction, Contract No. 63504, prepared by SEC Group, Inc., and approved by the State of Illinois Department of Transportation Division of Highways, on November 8, 2010 (hereinafter "the Project Plans").

WHEREAS, a portion of these improvements are to take place on the street commonly known as Dundee Road - Illinois Route 68 (hereinafter the Dundee Road), from a point approximately 1,050 feet west of the intersection with Golfview Lane to a point approximately 370 feet east of Wakefield Drive; and

WHEREAS, a portion of the Project will include the roadway widening of Dundee Road and will cause pavement to be placed over existing East Dundee sanitary force main and East Dundee watermain which was previously located in unpaved areas; and .

WHEREAS, the Illinois Department of Transportation and East Dundee have agreed to allow the existing East Dundee sanitary force main and watermain to remain in their current location, provided however that and as a result of the Project, the relocation of existing East Dundee fire hydrants and the insulation protection of an existing East Dundee watermain and sanitary force main is completed; and

WHEREAS, Carpentersville and East Dundee enter into this Agreement allowing Carpentersville to undertake and perform the obligations as herein provided.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the validity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section Two. Repeal. All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

Section Three. Publication. This ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 20th day of June, 2011, pursuant to a roll call vote as follows:

AYES: 5 - Justices Gorman, Lynam, Miller, Skillicorn & President Bartels

NAYES: 0

ABSENT: 2 - Justices Ruffalo & VanOstenbridge

Approved by me this 20 day of June, 2011.

Jerald Bartels

JERALD BARTELS, President

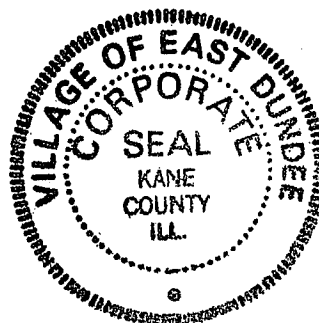
Published in pamphlet form this 26th day of June, 2011, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Rehberg

JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on June 26th, 2011.



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
CARPENTERSVILLE AND THE VILLAGE OF EAST DUNDEE FOR IMPROVEMENTS
ALONG DUNDEE ROAD AS PART OF THE HAZARD ROAD, MONROE AVENUE,
GOLFVIEW LANE AND DUNDEE ROAD RECONSTRUCTION PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into on _____, 2011, by and between the **VILLAGE OF CARPENTERSVILLE**, an Illinois Municipal Corporation, 1200 L.W. Besinger Drive, Carpentersville, IL 60110 (hereinafter the "Carpentersville"), and the **VILLAGE OF EAST DUNDEE**, an Illinois Municipal Corporation, 120 Barrington Avenue, East Dundee, Illinois 60118 (hereinafter the "East Dundee"), hereinafter sometimes collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Village of Carpentersville is an Illinois municipal corporation and a home rule unit under the Constitution of the State of Illinois; and

WHEREAS, the Village of East Dundee is an Illinois municipal corporation and a home rule unit under the Constitution of the State of Illinois; and

WHEREAS, Carpentersville wishes to undertake certain roadway and utility improvements (hereinafter "the Project") in accordance with the improvement plans titled "Plans for Proposed Federal Aid Highway FAU 2414 (Golfview Lane, Monroe Avenue), FAU 1280 (Hazard Road), FAP 343 (Dundee Road) FAP 343 IL 68 (Dundee Road to FAP 360 IL 25 (J F Kennedy Memorial Drive) Reconstruction, Contract No. 63504, prepared by SEC Group, Inc., and approved by the State of Illinois Department of Transportation Division of Highways, on November 8, 2010 (hereinafter "the Project Plans"). A portion of these improvements are to take place on the street commonly known as Dundee Road - Illinois Route 68 (hereinafter the Dundee Road), from a point approximately 1,050 feet west of the intersection with Golfview Lane to a point approximately 370 feet east of Wakefield Drive; and

WHEREAS, a portion of the Project will include the roadway widening of Dundee Road and will cause pavement to be placed over existing East Dundee sanitary force main and East Dundee watermain which was previously located in unpaved areas; and .

WHEREAS, the Illinois Department of Transportation and East Dundee have agreed to allow the existing East Dundee sanitary force main and watermain to remain in their current location, provided however that and as a result of the Project, the relocation of existing East Dundee fire hydrants and the insulation protection of an existing East Dundee watermain and sanitary force main is completed; and

WHEREAS, Carpentersville and East Dundee enter into this Agreement allowing Carpentersville to undertake and perform the obligations as herein provided.

NOW, THEREFORE, In consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto enter into this Intergovernmental Agreement pursuant to the provisions of Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/5 et seq.

1. **RECITALS.** The recitals set forth above are deemed to be a material part of this Agreement and are hereby incorporated by this reference.
2. **MUTUAL OBLIGATIONS OF CARPENTERSVILLE AND EAST DUNDEE.**
Upon execution of this Agreement, Carpentersville and East Dundee shall undertake the following actions:
 - A. Carpentersville shall perform certain roadway and utility improvement work to the street commonly known as Dundee Road as part of the Project in accordance with the Project Plans.
 - B. Carpentersville shall relocate five (5) existing East Dundee fire hydrants to the south at a location identified on the Project Plans eliminating the conflict with the proposed widening of Dundee Road.
 - C. As part of the Project, Carpentersville shall install an insulation mat over the existing watermain and sanitary force main meeting the specifications and at the locations described in the approved Project Plans.
 - D. If maintenance is required on the East Dundee sanitary force main between STA 515+62 and STA 532+10 (a distance of 1,648 feet), or if maintenance (excluding any system additions or extensions) is required on the East Dundee watermain between STA 515+62 and STA 532+10 (a distance of 1,648 feet), as shown on the Project Plans, after the date of completion of the Project, requiring repairs to either the sanitary force main or the watermain, Carpentersville hereby agrees to reimburse East Dundee for the costs within reasonable industry standards associated with the pavement patching of Dundee Road as a result of such repairs pavement patching shall include hot mix asphalt, aggregate base and sub-base, and concrete curb and gutter. East Dundee shall submit to Carpentersville records of material quantities and vendor and/or supplier invoices providing the costs for such. All records with respect to the pavement patching shall be provided in a manner which will facilitate a ready determination as to

whether or not a particular item of cost is eligible for reimbursement pursuant to this Agreement. Carpentersville agrees to reimbursement East Dundee for such reasonable costs within 30 calendar days of receipt of invoice. The term maintenance as used herein shall not include any additions or extensions to either the water main or the sanitary force main.

E. The above reimbursement obligation described in sub-paragraph D shall terminate after the date in which additional roadway widening or lane addition improvements are made to Dundee Road by or with the approval of the Illinois Department of Transportation, or the Illinois Department of Transportation requires the relocation of either the sanitary force main or the watermain.

3. **CAPTIONS.** The captions used herein have been utilized for convenience only and are not intended to modify or limit in any way the provisions hereof.

4. **PRIOR AGREEMENTS.** This Agreement shall supersede any and all prior Agreements, whether oral or written, between the parties hereto and may only be amended by a written instrument executed by Carpentersville and East Dundee or their authorized agents.

5. **COOPERATION.** The parties agree to cooperate with one another and to perform such functions as are necessary or required by law to effectuate this Agreement.

6. **PERFORMANCE.** The parties' obligations to perform under the terms of this Agreement are specifically conditioned upon the performance of all acts required of the parties by law. This Agreement represents the complete understanding of both parties.

7. **TERM.** This Agreement shall be in full force and effect until amended or cancelled by the Parties.

8. **MISCELLANEOUS.**

A. Time is of the Essence. Time is of the essence of this Agreement.

B. Written Demands. All notices, demands, and requests required or permitted under this Agreement shall be in writing.

C. Notices. All notices, demands, and requests required or permitted hereunder shall be deemed to have been properly made on the day of service if served personally, and on the second day following mailing if sent by United States certified mail, postage prepaid, return receipt

requested, addressed as follows:

If to Carpentersville: Village Manager
Village of Carpentersville
1200 L.W. Besinger Drive
Carpentersville, IL 60110

With a copy to: James A. Rhodes
Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Chicago, IL 60606-2903

If to Dundee Township: Village Manager
Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118

With a copy to: Patrick H. O'Connor
Hartigan & O'Connor
20 N. Clark Street, Suite 1250
Chicago, Illinois 60602

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

VILLAGE OF CARPENTERSVILLE
Illinois municipal corporation

By: _____
Title: Ed Ritter, President

ATTEST:

By: : _____
Title: Therese M. Wilde, Village Clerk

VILLAGE OF EAST DUNDEE
Illinois municipal corporation

By: Jerald Bartels
Title: Jerald Bartels, President

ATTEST:

By: Jennifer Rehberg
Title: Jennifer Rehberg, Village Clerk