

RESOLUTION NO.14-18

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA)
WITH THE VILLAGE OF CARPENTERSVILLE FOR PHASE II DESIGN ENGINEERING
FOR THE ROADWAY RECONSTRUCTION OF HUNTLEY ROAD**

WHEREAS, it is necessary for the Village of West Dundee, Kane County, Illinois to enter into an IGA by and between the Village of West Dundee ("West Dundee") and the Village of Carpentersville ("Carpentersville"); and

WHEREAS, West Dundee and Carpentersville both desire to complete certain roadway improvements to their portion of Huntley Road between Sleepy Hollow Road and Elm Street through consultant services; and

WHEREAS, the IGA allows West Dundee to be the lead agency and to complete Phase II design engineering of certain roadway improvements to Carpentersville's portion of Huntley Road, as approved by West Dundee and Carpentersville; and

WHEREAS, West Dundee and Carpentersville are obligated to undertake certain actions as described in the IGA in order to complete the Phase II design engineering for certain roadway improvements along Huntley Road; and

WHEREAS, West Dundee finds that approving this IGA to allow West Dundee to complete the Phase II design engineering for certain roadway improvements to Carpentersville's portion of Huntley Road would be in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: APPROVAL OF IGA. The IGA by and between the Village of West Dundee and the Village of Carpentersville is hereby approved in substantially the form attached to this Resolution as Exhibit A.

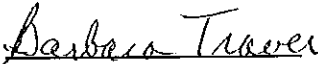
SECTION 3: EXECUTION OF IGA. The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, two original copies of the IGA provided. However, that if the executed copy of the IGA is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.


SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

PASSED by the Board of Trustees of the Village of West Dundee, Kane County, Illinois, and approved by the President of said Village this 15th day of December, 2014.

AYES: Trustees Yuscka, Pflanz, Wilbrandt, Kembitzky, Price and Hanley
NAYS: None
ABSENT: None

ATTEST:


Barbara Traver
Village Clerk


Christopher Nelson
Village President

**INTERGOVERNMENTAL AGREEMENT FOR PHASE II DESIGN ENGINEERING
FOR THE ROADWAY RECONSTRUCTION OF HUNTLEY ROAD**

THIS AGREEMENT is made and entered into the 15th day of December, 2014, by and between the VILLAGE OF CARPENTERSVILLE, an Illinois Municipal Corporation (hereinafter referred to herein as "Carpentersville") and the VILLAGE OF WEST DUNDEE, an Illinois Municipal Corporation (hereinafter referred to herein as "West Dundee"). Carpentersville and West Dundee are sometimes referred to hereinafter as the Party or Parties or the Municipality or Municipalities.

WITNESSETH

WHEREAS, the Village of Carpentersville is an Illinois Municipal Corporation, and home rule unit of local government, organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village of West Dundee is an Illinois Municipal Corporation, and home rule unit of local government, organized and existing under the laws of the State of Illinois; and

WHEREAS, Carpentersville has jurisdiction over the portion of the Huntley Road right-of-way ("Huntley Road") located within the corporate limits of the Village of Carpentersville, and West Dundee has jurisdiction over the portion of Huntley Road located within the corporate limits of the Village of West Dundee; and

WHEREAS, Carpentersville and West Dundee desire to cooperate in good faith to complete the Phase II design for reconstruction of Huntley Road from just west of Sleepy Hollow Road within West Dundee to Elm Street within Carpentersville for the Huntley Road Project (hereinafter referred to as the "Project"); and

WHEREAS, Carpentersville has received Surface Transportation Program (STP) funding in the amount of \$2,500,000 through the Kane-Kendall Council of Mayors (KKCOM), which funding will be applied to the Phase II design costs of the Project, up to a maximum of 50% of those costs, as allowed by the KKCOM; and

WHEREAS, West Dundee has received STP funding in the amount of \$2,500,000 through the KKCOM, which funding will be applied to the Phase II design costs of the Project, up to a maximum of 50% of those costs, as allowed by the KKCOM; and

WHEREAS, it is in the best interests of each Municipality to maintain roadways within their jurisdiction; and

WHEREAS, the Parties have entered into that separate intergovernmental agreement dated September 30, 2014, for the resurfacing of the roadway within the Binnie Road right-of-way ("Binnie Road Agreement"), pursuant to which Carpentersville agreed to pay all resurfacing costs for Binnie Road, and West Dundee agreed to reimburse Carpentersville for its share of such resurfacing costs by issuing a credit to Carpentersville in the amount of \$36,051.50 toward Carpentersville's proportionate share of the costs of the Huntley Road Project to which this Agreement applies; and

WHEREAS, the Parties have agreed that: (i) West Dundee will be the lead agency and will enter into all agreements for the completion of the Phase II design for the Project; (ii) Carpentersville will reimburse West Dundee for its proportionate share of the Phase II design costs of the Project, and (iii) in

accordance with the Binnie Road Agreement, West Dundee will credit Carpentersville the amount of \$36,051.50 toward Carpentersville's proportionate share of the Project costs; and

WHEREAS, Carpentersville and West Dundee desire to enter into this Agreement to set forth their respective obligations and responsibilities with regard to the Huntley Road Project; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements and covenants of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Carpentersville and West Dundee agree as follows:

1. **RECITALS.** The recitals set forth above are hereby incorporated by reference into this Agreement as material terms.

2. **MUTUAL OBLIGATIONS OF CARPENTERSVILLE AND WEST DUNDEE.** Upon execution of this Agreement, Carpentersville and West Dundee shall undertake the following actions:

2.1 West Dundee shall be responsible for the Phase II design engineering for the Project. West Dundee acknowledges and agrees that, during and upon completion of design, Carpentersville will have the right to review the Project design with West Dundee, and that Carpentersville and West Dundee must mutually agree on all design issues prior to submission of the proposed design for the construction of the Project to the Illinois Department of Transportation.

2.2 Both West Dundee and Carpentersville shall be responsible for the negotiating of required right-of-way acquisitions and/or temporary and construction easements within their jurisdictions. Both parties acknowledge and agree to assist the other party with this task as needed.

2.3 The Parties acknowledge and agree that the Project shall include, without limitation, roadway reconstruction to an improved urban cross-section, which will include, without limitation, select utility improvements, new storm sewer, bicycle path improvements, landscaping, and right-of-way acquisition.

3. **COST OF PROJECT**

3.1 Both West Dundee and Carpentersville shall be responsible for the proportionate costs associated with the Phase II design of the Project for design work required within each jurisdiction, based on the Engineering Services Agreement for Federal Participation between West Dundee and Baxter & Woodman, Inc. ("Engineer"), the consulting engineer for the Project, dated 15 Dec, 2014

3.2 Carpentersville and West Dundee acknowledge and agree that the amount of the anticipated Phase II design costs of the Project is \$650,000 ("Estimated Costs"), and that each Party will be responsible for payment of one-half of the Estimated Costs for all such work as described above. The Parties further acknowledge and agree that, in accordance with the Binnie Road Agreement and in partial satisfaction of the reimbursement requirement set forth in this Section 3.2, West Dundee will credit Carpentersville in the amount of \$36,051.60 toward Carpentersville's proportionate share of the Project.

3.3 West Dundee shall invoice Carpentersville in the amount of \$325,000, as one-half of the Estimated Costs. Carpentersville must pay the amount of such invoice within 45 days after receipt. Any

With a copy to: Village Manager
Village of West Dundee
102 South Second Street
West Dundee, Illinois 60118

Emergency Contact phone numbers: (847) 551-3815

5.4 This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement by the Parties, duly authorized as provided by law.

5.5 Should any party hereto be prohibited from performing any of the requirements of this Agreement by reason of any injunction served upon the party so prohibited, then the party so enjoined shall use all due diligence to have the injunction dissolved.

5.6 No failure by any party to exercise any power or right given to that party hereunder or to insist upon the strict compliance with the obligations of this Agreement, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of a party's rights to demand exact compliance with the terms of this Agreement.

5.7 This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any action brought by either of the Parties to enforce the provisions of this Agreement shall be the Circuit Court of Kane County, Illinois.

5.8 The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law.

5.9 The Parties represent and warrant that this Agreement has been approved and authorized by the legally constituted President and Board of Trustees of each of the Parties by appropriate legislative action and that each person signing this Agreement has been duly authorized to do so on behalf of the respective party.

5.10 This Agreement may be cancelled by either party upon 12 months written notice to the other party of intention to cancel following the first term of the Agreement.

5.11 Whenever appropriate in this Agreement, the singular shall include the plural and the plural shall include the singular.

5.12 The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing the intent or meaning of any provision thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the VILLAGE OF CARPENTERSVILLE and the VILLAGE OF WEST DUNDEE have caused this Agreement to be signed by its respective officers and attested, all as of the day and date first hereinabove set forth.

Village of Carpentersville


Attest:

Ed Ritter
Village President

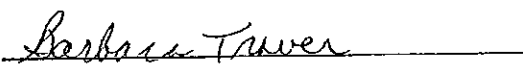
Terri Wilde
Village Clerk

Village of West Dundee

Attest:



Christopher Nelson
Village President



Barbara Traver
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Ed Ritter, personally known to me to be the Village President of the Village of Carpentersville, Illinois, and Terri Wilde, personally known to me to be the Village Clerk of the Village of Carpentersville, Illinois; and also known to me to be the same persons whose names are subscribed to the foregoing Water Supply Agreement, appeared before me this day in person and acknowledged that as such Village President and Village Clerk they signed and delivered the said Instrument, pursuant to authority given by the President and Board of Trustees of said Village of Carpentersville, as their free and voluntary act, and as the free and voluntary act of the Village of Carpentersville, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this ___ day of _____, 2014.

SEAL

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Christopher Nelson, personally known to me to be the Village President of the Village of West Dundee and Barbara Traver, personally known to me to be the Village Clerk of the Village of West Dundee; and also known to me to be the same persons whose names are subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that as such Village President and Village Clerk they signed and delivered the said Instrument, pursuant to authority given by the President and Board of Trustees of the Village of West Dundee, as their free and voluntary act, and as the free and voluntary act of the Village of West Dundee, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 16th day of December, 2014.

SEAL

Kim Tibbetts
Notary Public

