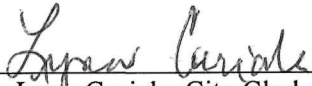


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-22-43 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD DALE AND VILLAGE OF BENSENVILLE FOR THE RESURFACING AND MAINTENANCE OF CERTAIN SECTIONS OF PINE AVENUE AND POPLAR AVENUE**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 1st of September, 2022.



Lynn Curiale, City Clerk



Resolution #R-22-43


**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND VILLAGE OF BENSENVILLE
FOR THE RESURFACING AND MAINTENANCE OF CERTAIN SECTIONS OF
PINE AVENUE AND POPLAR AVENUE**

Passed: September 1, 2022
Published in Pamphlet Form: September 2, 2022

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the
attached Resolution is a true and correct copy of #R-22-43

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND VILLAGE OF BENSENVILLE
FOR THE RESURFACING AND MAINTENANCE OF CERTAIN SECTIONS OF
PINE AVENUE AND POPLAR AVENUE**

Passed and approved by the City Council of the City of Wood Dale on September 1, 2022
and hereby published in pamphlet on September 2, 2022.



Lynn Curiale, City Clerk

SEAL

RESOLUTION NO. R-22-43

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND THE VILLAGE OF BENSENVILLE FOR
THE RESURFACING AND MAINTENANCE OF CERTAIN SECTIONS OF PINE
AVENUE AND POPLAR AVENUE**

WHEREAS, the CITY and VILLAGE are duly organized and existing bodies politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the CITY and the VILLAGE are also public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article VII, Section 10 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the CITY and the VILLAGE additionally are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the CITY and the VILLAGE, pursuant to Section 7-101 of the Illinois Highway Code, 605 ILCS 5/7-101, are authorized to layout, establish, construct, reconstruct, alter, widen, relocate, improve, maintain, repair and vacate in the manner provided by the Illinois Municipal Code and the Illinois Highway Code, 605 ILCS 5/1-101; and

WHEREAS, the CITY has determined to undertake the resurfacing and improvement of a certain CITY roads, Pine Avenue from Hillside Drive to Stoneham Street; and Poplar Avenue from Hillside Drive to Elmhurst Street.

WHEREAS, certain sections ("VILLAGE Sections") of Pine Avenue and Poplar Avenue, as further depicted in Exhibit "A", which is attached hereto and incorporated herein by reference, lie within the corporate boundaries of the VILLAGE; and,

WHEREAS, the VILLAGE desires the CITY to resurface and improve the VILLAGE Sections of Pine Avenue and Poplar Avenue simultaneously with and in the same manner as the CITY's resurfacing and improvement of the parts of the road within the CITY ("CITY Sections"); and

WHEREAS, the CITY is willing to undertake the resurfacing and improvement of the VILLAGE Sections as part of the resurfacing and improvement of the CITY Sections, provided the VILLAGE compensates the CITY for the resurfacing and improvement of the VILLAGE Sections; and

WHEREAS, the PARTIES have agreed to payment by the VILLAGE in the amount set forth below as full and complete compensation to the CITY for the resurfacing and improvement of the VILLAGE Sections,

WHEREAS, accordingly, the PARTIES desire to enter into this Agreement for the resurfacing and improvement of the VILLAGE Sections by the CITY on the terms and conditions set forth below,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **1st** day of **September, 2022**.

AYES: 10

NAYS: 0

ABSENT: 0

APPROVED this 1st day of September, 2022.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND THE VILLAGE OF BENSENVILLE FOR THE
RESURFACING AND MAINTENANCE OF
CERTAIN SECTIONS OF PINE AVENUE AND POPLAR AVENUE**

THIS AGREEMENT (“Agreement”) is entered into this 1st day of September 2022, by and between the CITY OF WOOD DALE, a municipal corporation (“CITY”), and the VILLAGE OF BENSENVILLE, a municipal corporation (“VILLAGE”). The CITY and the VILLAGE are sometimes collectively referred to herein as the “PARTIES.”

RECITALS

WHEREAS, the CITY and VILLAGE are duly organized and existing bodies politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the CITY and the VILLAGE are also public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article VII, Section 10 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the CITY and the VILLAGE additionally are “units of local government,” as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the CITY and the VILLAGE, pursuant to Section 7-101 of the Illinois Highway Code, 605 ILCS 5/7-101, are authorized to layout, establish, construct, reconstruct, alter, widen, relocate, improve, maintain, repair and vacate in the manner provided by the Illinois Municipal Code and the Illinois Highway Code, 605 ILCS 5/1-101; and

WHEREAS, the CITY has determined to undertake the resurfacing and improvement of a certain CITY roads, Pine Avenue from Hillside Drive to Stoneham Street; and Poplar Avenue from Hillside Drive to Elmhurst Street.

WHEREAS, certain sections (“VILLAGE Sections”) of Pine Avenue and Poplar Avenue, as further depicted in Exhibit “A”, which is attached hereto and incorporated herein by reference, lie within the corporate boundaries of the VILLAGE; and,

WHEREAS, the VILLAGE desires the CITY to resurface and improve the VILLAGE Sections of Pine Avenue and Poplar Avenue simultaneously with and in the same manner as the CITY’s resurfacing and improvement of the parts of the road within the CITY (“CITY Sections”); and

WHEREAS, the CITY is willing to undertake the resurfacing and improvement of the VILLAGE Sections as part of the resurfacing and improvement of the CITY Sections, provided the VILLAGE compensates the CITY for the resurfacing and improvement of the VILLAGE Sections; and

WHEREAS, the PARTIES have agreed to payment by the VILLAGE in the amount set forth below as full and complete compensation to the CITY for the resurfacing and improvement of the VILLAGE Sections,

WHEREAS, accordingly, the PARTIES desire to enter into this Agreement for the resurfacing and improvement of the VILLAGE Sections by the CITY on the terms and conditions set forth below,

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the PARTIES agree that:

SECTION 1. RECITALS. The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

SECTION 2. TERMS. For purposes of this Agreement, the term “CITY” shall also include the CITY’S present and future officers, employees, agents, servants, contractors and their subcontractors, volunteers, assigns and successors. The term “VILLAGE” shall also include the VILLAGE’s present and future officers, employees, agents, servants, contractors and their subcontractors, volunteers, assigns and successors. The term “Work” shall mean any repair construction, reconstruction, or improvement. The terms “Maintenance” and “Maintain” shall mean plowing, salting sweeping, patching or any other activity necessary to cause the VILLAGE Sections to function safely in accordance with CITY specifications in effect for roads at the time of the completion of the Work, but shall not mean or include the complete repaving, resurfacing, or reconstruction of the VILLAGE Sections.

SECTION 3. VILLAGE’S OBLIGATIONS. The CITY shall carry out all Work on the VILLAGE Sections, including the furnishing of all materials and labor necessary therefor, simultaneously with the CITY’s undertaking of Work on the CITY Sections as follows:

a. The Work performed hereunder shall be generally in accordance with the contract documents prepared by Thomas Engineering, Consulting Engineers, dated June 24, 2022 for the 2023 Roadway Program. The VILLAGE shall be responsible for 100% of the total costs of the Design Engineering, Construction and Construction Oversight Services associated with the VILLAGE Sections.

b. The Work on the VILLAGE Sections shall be of the same materials and to the same specifications as on CITY Sections. The CITY shall have complete responsibility for the Work on VILLAGE Sections, including, but not limited to, the design, construction, materials, and installations and the scheduling of construction. However, the VILLAGE may request reasonable scheduling changes, which shall be granted by the CITY, unless they would affect any scheduled completion of the resurfacing or other contractual obligation of the CITY. All Work on the VILLAGE Sections shall be performed in a workmanlike manner without the attachment of any liens on property or public funds of the VILLAGE and shall be completed in compliance with all applicable statutes, laws, ordinances, rules and regulations.

c. Once the Work as provided for herein has been completed and accepted by the VILLAGE as provided below. The CITY shall have no obligation to further pave, repave, resurface, construct or reconstruct the VILLAGE Sections, except as provided herein in relation to the resurfacing and improvement of the CITY Sections.

d. The CITY shall give the VILLAGE ten (10) days' written notice of the commencement of the Work on the VILLAGE Sections. If known by the CITY at the time the notice is given, it shall include the expected completion date and identity and the times of any necessary safety measures, such as the closing of intersecting streets, which the VILLAGE must take in connection with the Work. Other than for plowing, salting, and sweeping, the CITY shall give the VILLAGE five (5) days' written advance notice of any Maintenance to the VILLAGE Sections, except in the event of an emergency. In the case of an emergency, the CITY shall give the VILLAGE notice of any such installation, Maintenance as promptly as possible under the circumstances of the emergency.

e. The CITY agrees that, before beginning any Work or Maintenance on the VILLAGE Sections, it shall maintain (if the CITY is performing the Work), or it shall cause each of its contractors who will be performing the Work to maintain, general comprehensive liability, automobile liability, and employer's liability insurance policies and deliver to the VILLAGE a certificate(s) of insurance from insurers meeting the minimum requirements for insurance typically required by the CITY on such projects, naming the VILLAGE as an "additional insured." This insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the VILLAGE. Any insurance or self-insurance maintained by the VILLAGE shall be excess of the contractor's insurance and shall not contribute with it.

f. The CITY shall restore to its original condition any property near, around or adjacent to the VILLAGE Sections disturbed by the Work on or Maintenance of them.

SECTION 4. VILLAGE'S OBLIGATIONS: In connection with the Work and Maintenance of the VILLAGE Sections:

a. The VILLAGE shall pay the CITY for the Work and Maintenance of the VILLAGE Sections including design, construction, and construction engineering and oversight services, consisting of 100% of the total actual costs for this segment of roadway, as determined upon the award of a Contract to the successful Bidder, which shall be full, complete, and only payment required of the VILLAGE in connection with this Agreement ("Project Cost"). Therefore, the CITY will invoice the VILLAGE for reimbursement of the VILLAGE's Project Cost up to an amount not to exceed sixty-six thousand, eight hundred ninety three dollars and eighty-three cents \$66,893.83 ("Village's Cap"). The CITY shall provide any reasonable documentation requested by the VILLAGE necessary to support the requested reimbursement. The VILLAGE's share of the Project Cost shall not exceed the Village's Cap of \$66,893.83 unless additional WORK and such related amounts are approved by the Bensenville Village Board.

b. The VILLAGE shall cooperate with the CITY in effecting all reasonable measures necessary for the CITY to carry out the Work on the VILLAGE Sections without cost to the CITY, including, but not limited to the establishment of traffic detours and the temporary closing off streets opening on to the VILLAGE Sections.

c. The VILLAGE agrees that, except as provided herein, the design, materials, installation, construction, and the maintenance of the VILLAGE Sections shall be within the sole discretion, supervision, control and direction of the CITY.

d. Upon notification by the CITY of the completion of the Work on the VILLAGE Sections, the VILLAGE shall promptly inspect the Work, and if satisfactory, accept such. The VILLAGE'S acceptance of the Work shall be deemed as the fulfillment by the CITY of all of its obligations under this Agreement with respect to the resurfacing and improvement of the VILAGE Sections.

SECTION 5. VILLAGE'S REPRESENTATIONS. The VILLAGE represents that it possesses all rights of ownership and/or other rights and interests in the rights-of-way underlying the VILLAGE Sections required for the CITY'S undertaking of the Work on those sections and that the CITY shall have no obligation to investigate or determine the sufficiency of such or acquire on behalf of VILLAGE any additional right or interest in such rights-of-way.

SECTION 6. TERMINATION. This Agreement may be terminated as follows:

a. This Agreement may be terminated by the CITY, in its sole discretion, at any time prior to the commencement of the Work upon the VILLAGE Sections. The CITY shall give the VILLAGE notice of any such termination.

b. This Agreement may be terminated by the VILLAGE, in its sole discretion, at any time prior to the commencement of the Work upon the VILLAGE Sections. The VILLAGE shall give the CITY notice of any such termination.

c. After the commencement of the Work on the VILLAGE Sections, but before the completion and acceptance thereof by the VILLAGE, this Agreement may be terminated only by the mutual agreement of the PARTIES in writing.

d. After the VILLAGE'S acceptance of the work on the VILAGE Sections: 1) this Agreement shall terminate as to all or any of portion of a VILLAGE Section upon the VILLAGE'S loss or surrender of jurisdiction over or Maintenance of the VILLAGE Section or portion of the CITY Section abutting such; or 2) this Agreement shall terminate as to all VILLAGE Sections upon that CITY'S determination, in its sole discretion, to discontinue Maintenance of the VILLAGE Sections, upon giving the VILLAGE ninety (90) days' written notice of such.

e. If this Agreement is terminated pursuant to either subsection b. or c. of this Section 6, the indemnification provisions set forth herein shall survive termination of the Agreement.

SECTION 7. INDEMNIFICATION.

a. The CITY shall indemnify, hold harmless, and defend the VILLAGE or any of its officials, officers, employees, or agents from and against any and all liability, suits, claims, demands, causes of action, judgments, and damages, including attorney's fees and costs, arising out of or in any way related to any loss, damage, injury, death, or loss or damage to property resulting from any negligent, willful and wanton or intentional acts or omissions in connection with the design, construction, installation, maintenance, repair and/or replacement of the VILLAGE Sections, including but not limited to the CITY'S performance of its obligations under this Agreement, to the fullest extent the CITY is so authorized under the law.

b. The VILLAGE shall indemnify, hold harmless, and defend the CITY or any of its officials, officers, employees, or agents from and against any and all liability, suits, claims, demands, causes of action, judgments, and damages, including attorney's fees and costs arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from resulting from any negligent, willful and wanton or intentional acts or omissions in connection with the VILLAGE'S performance of this Agreement to the fullest extent the VILLAGE is so authorized under the law.

SECTION 8. MISCELLANEOUS.

a. Amendment. This Agreement may be amended or modified only by written instrument signed by both the CITY and the VILLAGE, with any appropriate or acquired corporate action or authorization.

b. Construction. Agreement shall be construed according to the laws of the State of Illinois and any litigation arising out of this Agreement shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois. The PARTIES agree that the successful party in any litigation to enforce the terms and provisions of this Agreement shall be entitled to its reasonable costs and attorney fees to enforce the terms and provisions of the Agreement.

c. Severability. It is agreed between the CITY and VILLAGE that the provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

d. Notice. Any notice required by the provisions of this Agreement shall be mailed to:

CITY of Wood Dale
Jeffrey Mermuys,
City Manager
404 N. Wood Dale Road
Wood Dale, IL 60191

VILLAGE of Bensenville
Evan K. Summers,
Village Administrator
12 S. Center Street
Bensenville, IL 60106

With copy to:
Patrick K. Bond
Bond, Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, IL 60187

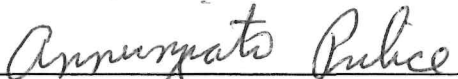
With copy to:
P. Joseph Montana
Village Attorney
12 S. Center Street
Bensenville, IL 60106

e. Entire Agreement. This Agreement, together with Exhibit A, represents the entire Agreement between the CITY and the VILLAGE and supersedes all prior negotiations, representations or agreements either written or oral.

[This space left intentionally blank.]


IN WITNESS WHEREOF, the PARTIES to this Agreement have entered their hands and seals on the date above and by the same acknowledge that they have read and understand this Agreement and intend to be bound by its terms.

CITY OF WOOD DALE



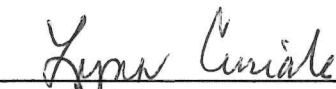
Annunziato Pulice
Mayor, City of Wood Dale

VILLAGE OF BENSENVILLE



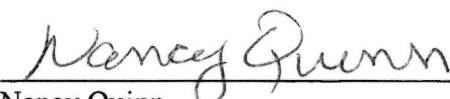
Frank DeSimone
President, Village of Bensenville

Attest:



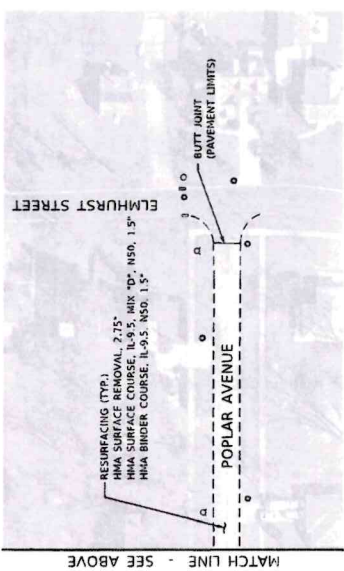
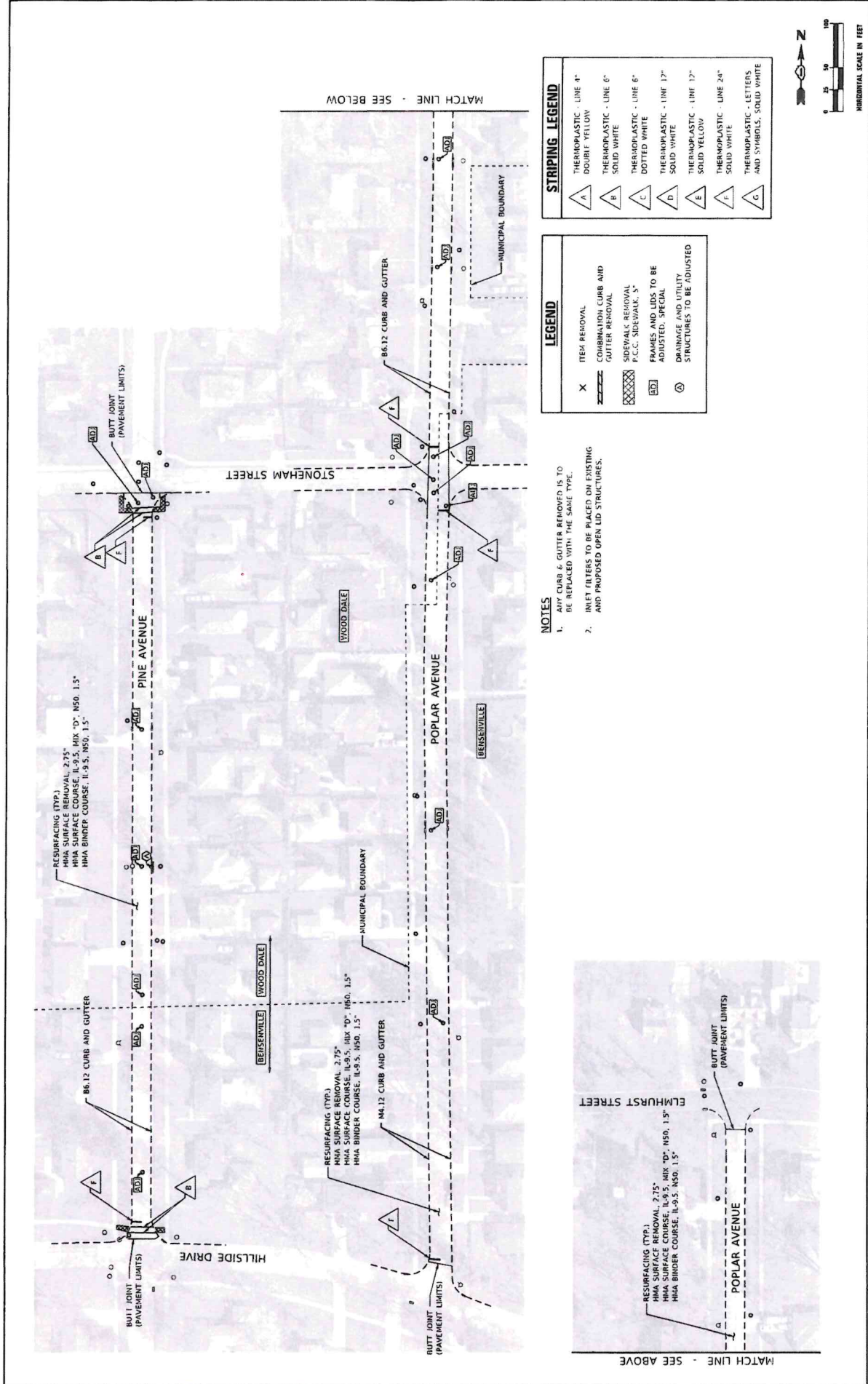
Lynn Curiale
City Clerk

Attest:



Nancy Quinn
Village Clerk

EXHIBIT A



MATCH LINE - SEE BELOW

LEGEND

X	ITEM REMOVAL
▬	COMBINATION CURB AND GUTTER REMOVAL
▨	SIDEWALK REMOVAL
▩	P.C.C. SIDEWALK, 3"
□	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL
○	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED

STRIPING LEGEND

A	THERMOPLASTIC - LINE 4" DOTTED YELLOW
B	THERMOPLASTIC - LINE 6" SOLID WHITE
C	THERMOPLASTIC - LINE 6" DOTTED WHITE
D	THERMOPLASTIC - LINF 12" SOLID WHITE
E	THERMOPLASTIC - LINF 12" SOLID YELLOW
F	THERMOPLASTIC - LINE 24" SOLID WHITE
G	THERMOPLASTIC - LETTERS AND SYMBOLS, SOLID WHITE

- NOTES**
1. ANY CURB & GUTTER REMOVED IS TO BE REPLACED WITH THE SAME TYPE.
 2. INLET INTERS TO BE PLACED ON EXISTING AND PROPOSED OPEN LID STRUCTURES.

DRAWN BY DJN	DATE 06/22/22	REVISIONS	 thomas ENGINEERING GROUP, LLC 2000 W. WOODHURST ROAD SCHAUMBURG, IL 60193 PHONE: 855-533-1700	CITY OF WOOD DALE 2023 ROADWAY PROGRAM	AREA 4 PINE AVENUE AND POPLAR AVENUE	DRAWING NO. _25_ OF _70_
CHECKED BY MFC	SCALE 1" = 50'	DATE DATE DATE				

EXHIBIT B

EXHIBIT B

WOOD DALE FY 23 ROAD PROGRAM: Resurfacing of Pine Avenue from Hillside Drive to Stoneham Street; and Poplar Avenue from Hillside Drive to Elmhurst Street										
IDOT ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	PLAN QUANTITY			PLAN COST			
				PINE	POPLAR	POPLAR	PINE	POPLAR	POPLAR	
40600290	BITUMINIOUS MATERIALS (TACK COAT)	POUND	\$0.75	33	126		\$24.98		\$94.20	
40602978	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	\$87.21	56	211		\$4,878.88		\$18,402.01	
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	\$86.23	56	211		\$4,824.05		\$18,195.22	
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	\$6.63	121	0		\$802.23		\$0.00	
42400800	DETECTABLE WARNINGS	SQ FT	\$29.48	20	0		\$589.60		\$0.00	
44000160	HOT-MIX ASPHALT SURFACE REMOVAL 2 3/4"	SQ YD	\$3.85	666	2512		\$2,564.10		\$9,671.20	
44000600	SIDEWALK REMOVAL	SQ FT	\$1.50	121	0		\$181.90		\$0.00	
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	\$1.45	60	0		\$87.00		\$0.00	
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	\$4.95	12	27		\$59.40		\$133.65	
X6030310	FRAMES AND LIDS TO BE ADJUSTED, SPECIAL	EACH	\$800.00	2	2		\$1,600.00		\$1,600.00	
				SUBTOTALS			\$15,612.13		\$48,096.28	
				CONSTRUCTION COST			\$63,708.41			
				DESIGN ENGINEERING (2%)			\$1,274.17			
				CONSTRUCTION ENGINEERING (3%)			\$1,911.25			
				VILLAGE'S CAP			\$66,893.83			

