

RESOLUTION 2018-074 PASSED: JUNE 11, 2018

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE DEKALB ROAD DISTRICT FOR SHARED IMPROVEMENTS TO THE INTERSECTION OF ANNIE GLIDDEN ROAD AT FAIRVIEW DRIVE, DEKALB, ILLINOIS.

WHEREAS, the City, by virtue of its powers as set forth in the "Illinois Municipal Code" 65 ILCS 5/1-1-1 *et ser.*, is authorized to enter into this agreement; and

WHEREAS, the DeKalb Road District by virtue of its powers as set forth in the pursuant to 5 ILCS 220, *et seq* and Article VII, Section 10 of the Constitution of the State of Illinois, is authorized to enter into this agreement; and

WHEREAS, Council authorizes the execution of the Intergovernmental Agreement with the DeKalb Road District for shared improvements to the intersection of Annie Glidden Road at Fairview Drive and to define the future maintenance of the completed work.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:


Section 1: The City hereby authorizes the Mayor of the City of DeKalb to enter into an Intergovernmental Agreement with the DeKalb Road District for shared improvements to the intersection of Annie Glidden Road at Fairview Drive and to define the future maintenance of the completed work subject to such adjustments as shall be acceptable to the Mayor with the recommendation of City staff.

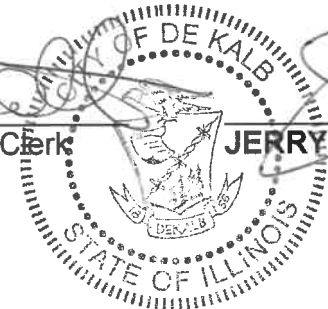
Section 2: That the City Clerk of the City of DeKalb, Illinois, be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 11th day of June 2018, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:


RUTH A. SCOTT, Deputy City Clerk


JERRY SMITH, Mayor



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DEKALB AND DEKALB ROAD DISTRICT
FOR INTERSECTION IMPROVEMENTS AT ANNIE GLIDDEN ROAD AND
FAIRVIEW DRIVE**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made as of the 11th day of June, 2018, by and between the CITY OF DEKALB, (the "City"), an Illinois municipal corporation, and the DEKALB ROAD DISTRICT, (the "Road District"), a body politic and corporate of DeKalb County, Illinois.

RECITALS

WHEREAS, the City and the Road District are public agencies and enabled with certain authority under the laws of the State of Illinois, including the authority to enter into intergovernmental agreements pursuant to 5 ILCS 220, et seq and Article VII, Section 10 of the Constitution of the State of Illinois, for the mutual assistance and well-being of the citizens therein; and

WHEREAS, the City has received funding to design and construct improvements to the Annie Glidden Road at Fairview Drive intersection; and

WHEREAS, the City and the Road District wish to cooperate on the design and construction of intersection and traffic signal improvements that have been reviewed and approved by the Illinois Toll Highway Authority ("ITHA") and which are contemplated within the plans approved by the ITHA (the "Improvements") at the intersection and approach roadways at the Annie Glidden and Fairview intersection; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and with the foregoing recitals being incorporated herein and made a part hereof, the parties agree as follows:

SECTION 1

A. City's Responsibilities

1. The City shall complete, at its own costs or through grant funds, all surveying, design engineering, construction and inspection for the Improvements at Annie Glidden and Fairview intersection.
2. The City shall provide the Road District a copy of the Final Engineering Plans for the Improvements for review and comment. The Road District acknowledges that final approval of the Final Engineering Plans shall come from the ITHA.
3. The City shall utilize a contractor ("the Contractor") to construct all components of the Improvements, including the pavement widening, traffic signal improvements, drainage improvements, lighting, pavement resurfacing and striping. The Contractor shall be responsible for obtaining and compliance with all necessary permits. The Road District acknowledges that by virtue of this Agreement, no permit shall be required from it for construction of the Improvements.

4. The City shall provide notice to the Road District prior to the commencement of the construction of the Improvement and shall not commence construction until all traffic control requirements are in place. The City shall require the Contractor constructing the Improvements to immediately notify the Road District Highway Commissioner of any damage to the right-of-way outside the project limits (e.g., road surface, shoulder and/or drainage structures) which occurs during construction as the direct result of construction activities, to provide or pay for any related repairs, and to be responsible for all necessary clean up during and at the conclusion of construction, in accordance with the terms and conditions of the required form of contract specified to be utilized on the ITHA project (“the ITHA Contract”).
5. The City and Road District acknowledge that the ITHA has final approval of the Improvements as constructed. After construction and acceptance of the Improvements, future maintenance obligations shall remain with the City and Road District as presently allocated. More specifically, the City shall be responsible for the east leg of the intersection in its entirety, the north leg of the intersection to the City corporate limits (approximately 70 feet north of the centerline of Fairview Drive), the west leg of the intersection to the City corporate limits (approximately 90 feet west of the centerline of Annie Glidden Road) and the Road District shall be responsible for the north leg of the intersection outside the corporate limits of the City as generally described herein and the west leg of the intersection outside the corporate limits of the City as generally described herein. The Illinois State Toll Highway Authority has responsibility for the south leg of the intersection in its entirety. Should the City damage any portion of the area under the maintenance obligation of the Road District following construction of the Improvements, the City shall be responsible for repair of the same. Should the Road District damage any portion of the area under the maintenance obligation of the City following construction of the Improvements, the Road District shall be responsible for repair of the same.
6. The City shall require the Contractor to adequately insure the Improvements against all claims which may arise from construction of the Improvements in accordance with the ITHA Contract, during the term of construction.

B. Road District’s Responsibilities

1. The Road District agrees to construction of the Improvement at Annie Glidden and Fairview.
2. The Road District agrees to the maintenance and repair obligations as described in 1(A)(5), above.
3. Should the Road District or any party acting as its agent damage the Improvements during the course of construction, the Road District shall provide notice to the City of such damage and shall provide or pay for reasonable repairs to the Improvements at its own cost.

SECTION 2

- A. Term. This Agreement shall remain in effect for twenty (20) years from the Effective Date of the Agreement. Except as otherwise provided, the Agreement will automatically renew each year thereafter until both parties agree to the termination of the Agreement in writing. However, the parties further agree this Agreement shall be reviewed by the parties annually at which time they

will evaluate this Agreement in its entirety for the overall continued benefit for both parties. This Agreement may be terminated by either party upon the provision of ninety (90) days written notice, upon a change in the jurisdictional boundary lines and related responsibility of either of the parties.

- B. Remedies. Upon violation of any of the terms of this Agreement that is not cured within 30 days of written notice thereof from one party to another, the aggrieved party or parties shall have all rights and remedies afforded to it under the law, including the termination of this Agreement.
- C. Amendments. This Agreement may be amended, but only in writing, and said writing shall be executed by the parties by their duly authorized representative(s).
- D. Severability. If any term of provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and enforced to the fullest extent permitted by law.
- E. Notices. All notices, approvals, demands and other documents required or permitted under this Agreement, other than routine communication necessary for the day-to-day operation of this facility, shall be deemed properly given if hand delivered or sent by United States mail, postage prepaid, to the following:

AS TO THE CITY:

Director
Department of Public Works
City of DeKalb
1216 Market Street
DeKalb, IL 60115

WITH A COPY TO:

City Attorney
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115

AS TO THE ROAD DISTRICT:

Highway Commissioner
DeKalb Township Road District
2323 S. Fourth Street
DeKalb, IL

WITH A COPY TO:

John M. Redlingshafer
Mescher Law Offices, P.C.
108 S. Wood Street
Washington, IL 61571

- F. Indemnification and Hold Harmless. City agrees that it will, at all times after the Effective Date, hold harmless and indemnify the Road District, its officers and agents from and against any and all costs, claims, liabilities, expenses, tax liabilities and damages, including reasonable attorneys' fees, arising from or related to City's use and operation of the Improvements, including construction and any other responsibilities, acts or omissions related to its obligations under this Agreement. The Road District agrees that it will, at all times after the Effective Date, hold harmless and indemnify the City, its officers and agents from and against any and all costs, claims, liabilities, expenses, tax

liabilities and damages, including reasonable attorneys' fees, arising from or related to the Road District's operation of its right-of-way, and under any other responsibilities, acts or omissions related to its obligations under this Agreement.

- G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- H. Waiver. This waiver of any term or provision of this Agreement shall not constitute a waiver of any other term or provision of this Agreement, nor shall the right to require any enforcement of any term or provision of this Agreement be permanently waived, if a continuing breach of any such term or provision arises.
- I. Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above first written.

CITY OF DEKALB

BY:

Jerry Smith Mayor

ATTEST:

Ruth A. Scott Deputy City Clerk

DEKALB TOWNSHIP ROAD DISTRICT

BY:

[Signature] Highway Commissioner

ATTEST:

Shirley M. Kunde Road District