

RESOLUTION 16R-037

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF BOLINGBROOK AND THE VILLAGE OF ROMEOVILLE (990 VETERANS PARKWAY)**

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 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 Mayor and Board of Trustees believe and hereby declare that it is in the best interests of the Village and its residents to approve the Intergovernmental Agreement attached hereto as Exhibit 1 and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DU PAGE COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION TWO: The Intergovernmental Agreement attached hereto as Exhibit 1 shall be and is hereby approved, and the Mayor is hereby authorized and directed to execute and the City Clerk is hereby authorized to attest the signature on said Intergovernmental Agreement.

SECTION THREE: Any policy or resolution of the Village which is in conflict herewith shall be and is hereby repealed.

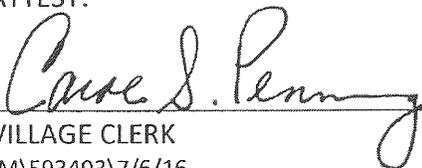
SECTION FOUR: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 12<sup>TH</sup> DAY OF JULY, 2016.

AYES: 4 – Lawler, Morales, Morelli, Zarate  
NAYS: 0 - None  
ABSENT: 2 – Brown, Schanks

APPROVED THIS 12<sup>TH</sup> DAY OF JULY, 2016.

ATTEST:

  
VILLAGE CLERK  
JM\593493\7/6/16

  
MAYOR

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT made and entered into this 12<sup>th</sup> day of July, 2016, by and between the **VILLAGE OF BOLINGBROOK**, Will and DuPage Counties, Illinois (hereinafter referred to as "Bolingbrook"), and the **VILLAGE OF ROMEOVILLE**, Will County, Illinois (hereinafter referred to as "Romeoville").

WITNESSETH:

WHEREAS, Bolingbrook and Romeoville are municipal corporations duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 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 corporate authorities of Romeoville and of Bolingbrook find that it is in the best interests of the citizens of the respective villages to enter into an agreement regarding the potential relocation of Romeoville water mains located within the public roadway rights of way for Crossroads Parkway and Veterans Parkway within the corporate limits of Bolingbrook and used to provide water service to Bolingbrook water users (collectively, the "Crossroads/Veterans Water Mains"); and

WHEREAS, the parties to this Intergovernmental Agreement desire to set forth their respective rights and duties concerning the costs and expenses for the engineering design and construction activities associated with any potential future relocation of the Crossroads/Veterans Water Mains.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and covenants and conditions hereinafter set forth, it is agreed by and between the parties hereto as follows:

#### ARTICLE I. PREAMBLES

The foregoing recitals are by this reference fully incorporated into and made a part of this Agreement.

#### ARTICLE II. ROMEOVILLE RIGHTS AND OBLIGATIONS

##### 2.1. In General.

In the event of any future relocation of the Crossroads/Veterans Water Mains (as more specifically depicted in the plat of easement and/or plans attached hereto and incorporated herein by reference as Exhibit A) required in connection with any future reconstruction, repair, alteration or relocation of Crossroads Parkway or Veterans Parkway, or in connection with any future development or redevelopment of properties within the corporate limits of Bolingbrook, Bolingbrook shall take such measures as may be necessary to defray all Improvement Costs associated with any such future relocation, including but not limited to directly paying all such Improvement Costs, or causing such Improvement Costs to be paid. Romeoville shall have no responsibility or liability to pay all or any portion of any such Improvement Costs.

##### 2.2. Definitions of Improvement Costs.

For the purpose of this Agreement, the following terms shall have the definitions hereinafter ascribed to them:

- A. All engineering, surveying and legal costs relating to the design, bidding and construction of the work to relocate all or any portion of the Crossroads/Veterans Water Mains shall be referred to as the "Administrative Costs";
- B. All costs for the actual construction of any relocation of all or any portion of the Crossroads/Veterans Water Mains, including approved change orders and extras, shall be referred to as the "Construction Costs"; and
- C. The Administration and Construction Costs shall be collectively referred to as the "Project Costs"; and
- D. The Improvement Costs for any relocation of all or any portion of the Crossroads/Veterans Water Mains shall consist of the Project Costs, as hereinabove defined.

2.3. Design of Crossroads Parkway Improvement Project.

Bolingbrook shall cause final engineering and design specifications for the relocation of all or any part of the Crossroads/Veterans Water Mains to be prepared in conformity to the applicable ordinances and codes of Romeoville (the "Specifications"), and shall submit the same to Romeoville for review and approval. Provided that the Specifications conform to the applicable ordinances and codes of Romeoville, Romeoville shall approve the Specifications.

2.4. Bids and Contracts for the Crossroads Parkway Improvement Project.

Bolingbrook shall solicit bids for the construction of the relocation of all or any portions of the Veterans/Crossroads Water Mains in accordance with the Specifications. Bolingbrook shall have the sole right to award the contract, in the manner provided by law and in accordance with Bolingbrook's usual and customary practices, to the lowest responsible and eligible bidder or to reject all bidders.

2.5. Project Cost Responsibility.

The Project Costs for the relocation of all or any portion of the Crossroads/Veterans Water Mains shall be paid or caused to be paid by Bolingbrook.

2.6. Construction Implementation.

Upon the execution of a contract for the construction or the relocation of all or any part of the Crossroads/Veterans Water Mains (the "Contract"), Bolingbrook shall have sole responsibility for the supervision and implementation of the Contract Work. Bolingbrook agrees to notify Romeoville at least 48 hours in advance of any Bolingbrook inspection of any portion of the Contract Work located within the corporate limits of Bolingbrook, and Romeoville shall have the right to have its inspector and representative accompany Bolingbrook during such inspections.

2.7. Completion of Relocation of Crossroads/Veterans Water Mains.

Upon completion of the Contract Work, Bolingbrook shall conduct a final inspection of such work; provided, however, that Bolingbrook shall notify Romeoville at least 48 hours before conducting any final inspection of that portion of the Contract Work located within the corporate limits of Bolingbrook, and Romeoville shall have the right to participate in any such final inspection for purposes of identifying any deficiencies in the Contract Work. After the Contract Work passes final inspection, Bolingbrook shall certify to Romeoville that the Contract Work has been satisfactorily performed. Thereafter, Romeoville shall have sole responsibility for the maintenance, upkeep and operation of the Crossroads/Veterans Water Mains, provided, however, that in the event that any subsequent future reconstruction, repair, alteration or relocation of Crossroads Parkway or Veterans Parkway, or any subsequent future development or redevelopment of properties within the corporate limits of Bolingbrook requires the further

relocation of the Crossroads/Veterans Water Mains, then in such event Bolingbrook shall bear the Improvement Costs associated therewith in the manner and to the extent set forth in this Agreement.

2.9. Cooperation.

Bolingbrook and Romeoville agree to cooperate in the expeditious completion of any future relocation of the Crossroads/Veterans Water Mains or any portion thereof.

2.10. Consultation.

Romeoville and Bolingbrook shall consult with each other during all phases of any future relocation of the Crossroads/Veterans Water Mains or any portion thereof.

ARTICLE III. CONDITIONS AND  
LIMITATIONS TO ROMEOVILLE OBLIGATIONS

3.1. Conditions Beyond Bolingbrook's Control.

Bolingbrook shall, subject to the conditions and limitations set forth in this Article III, use its best efforts to perform and complete all the obligations set forth in Article II of this Agreement, but Bolingbrook shall not be responsible for any failure to perform caused by matters beyond its reasonable control.

3.2. Conditions Precedent to Bolingbrook's Performance.

Notwithstanding any other provision of this Agreement, the obligation of Bolingbrook to design, bid and cause the relocation of all or any part of the Crossroads/Veterans Water Mains to be constructed shall be subject to all of the following conditions precedent having first been satisfied:

- A. Receipt by Bolingbrook of all necessary governmental approvals to construct the relocation of all or any part of the Crossroads/Veterans Water Mains called for in this Agreement, including any governmental approvals necessary from Romeoville.
- B. Receipt by Bolingbrook of any and all easements, licenses and permits, whether across private property or public property, including public streets, that Bolingbrook and Romeoville determine to be necessary for designing or constructing the relocation of all or any part of the Crossroads/Veterans Water Mains called for in this Agreement or as may be necessary or convenient to implement this Agreement.
- C. The ability of Bolingbrook and Romeoville to perform as required by this Agreement without violating any applicable laws or regulations.
- D. All other terms and conditions of this Agreement.

#### ARTICLE IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

##### 4.1. Indemnification; Waiver.

Bolingbrook and Romeoville each agree to protect, indemnify, save, defend and hold harmless the other party, as well as such party's officers, officials, volunteers, employees, attorneys, representatives, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney's fees, which the other party and for which the other party's officers, officials, volunteers, employees, attorneys, representatives and agents may become obligated by reason of any accident injury or death of persons or loss of or damage to property (collectively, "Claims") arising indirectly or directly in connection with or under, or as a result of this Agreement caused solely by virtue of any negligent or grossly negligent act or omission of the negligent party and/or its officers, officials, volunteers, employees, attorneys, representatives, and/or agents.

The insurance company, self-insurance pool or similar entity of the party providing the indemnification shall be allowed to raise on behalf of the parties any and all defenses statutory and/or common law to such Claim which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

Romeoville and Bolingbrook, on behalf of themselves and their respective officers, officials, volunteers, employees, attorneys, representatives, and agents, hereby waive, release and forever discharge any and all existing or future Claims that any of them may have against the other than now or may in the future exist, which Claims arise from, relate to, or are connected with this Agreement, except Claims relating to the breach of this Agreement.

4.2. Insurance.

Bolingbrook will require any and all contractors involved in the construction of the relocation of all or any part of the Crossroads/Veterans Water Mains called for in this Agreement to name Bolingbrook and Romeoville on their policies of insurance as additional noncontributory insureds through execution of the appropriate additional insured policy endorsement.

ARTICLE V. LEGAL RELATIONSHIPS AND REQUIREMENTS

5.1. Entire Agreement.

This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

5.2. Exhibits.

Exhibits attached to this Agreement, if any, are by this reference incorporated into and made a part of this Agreement.

5.3. Amendments.

This Agreement may be amended from time to time upon the mutual written agreement of the parties hereto. Any such amendment shall be in writing and shall not become effective except upon the enactment of an ordinance or resolution of each of the respective governing authorities of the parties, authorizing the execution of the proposed amendment.

5.4. Waivers.

No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or different provisions of this Agreement.

5.5. Notices.

Notices or other writings which either party is required to or may wish to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Romcoville:

Village of Romeoville  
1050 W. Romeo Road  
Romeoville, Illinois 60446  
Attention: Director of Public Works

If to Bolingbrook:

Village of Bolingbrook  
375 West Briarcliff Road  
Bolingbrook, Illinois 60440  
Attention: Director of Public Works and Engineering

or to such other address as any party may from time to time designate in a written notice to the other party.

5.6. Enforcement.

It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, provided, however, the parties agree that the rights of the parties shall not include the right to recover a judgment for monetary damages against either village or any elected or appointed official thereof for any breach of any of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the date first above written.

ATTEST:

Case S. Penning  
Village Clerk

VILLAGE OF BOLLINGBROOK  
Joe A. ...  
Mayor

VILLAGE OF ROMEOVILLE

ATTEST:

\_\_\_\_\_  
Village President

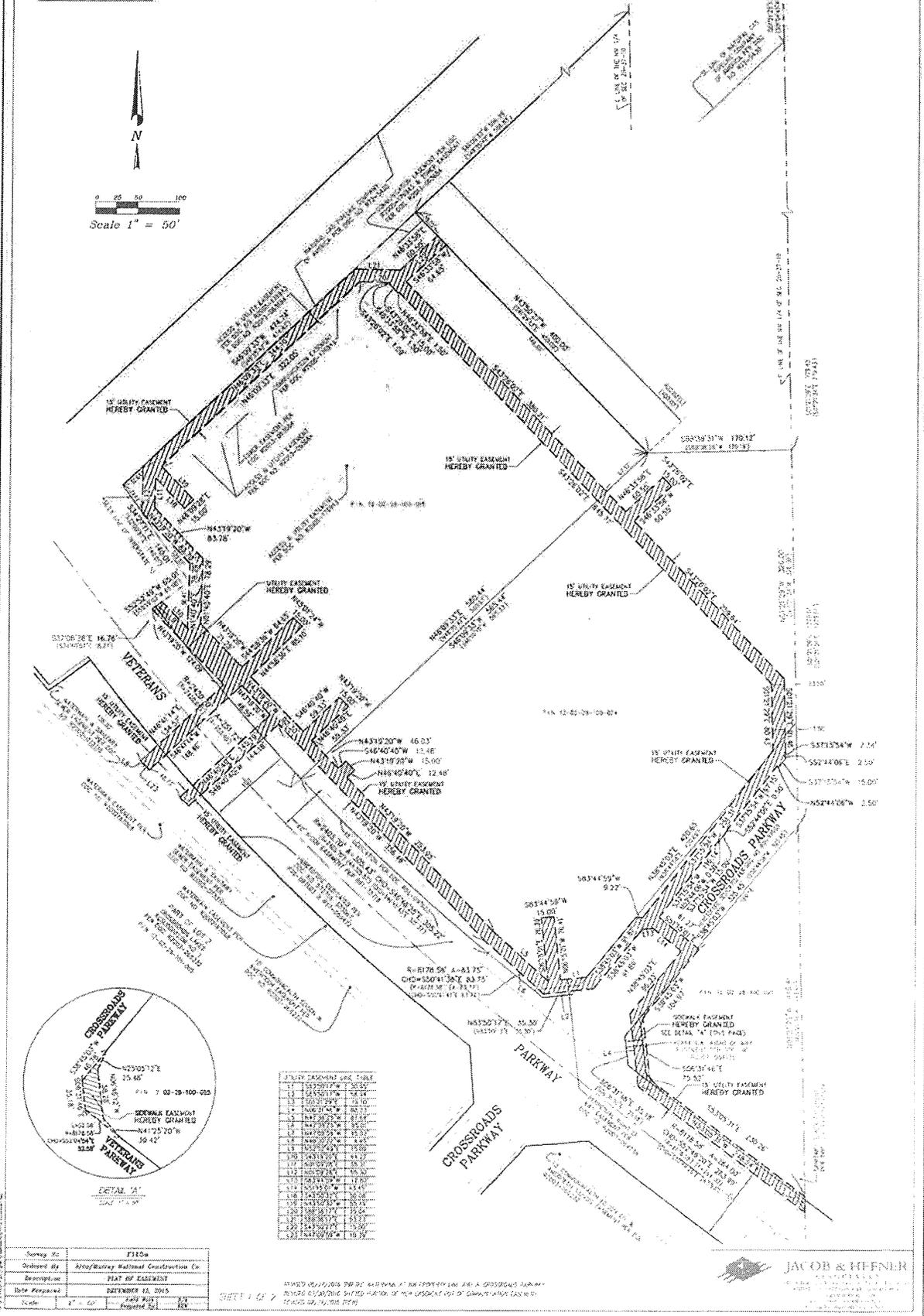
\_\_\_\_\_  
Village Clerk

Exhibit A—Plat of Easement and/or Plans Depicting Crossroads/Veterans Water Mains

# PLAT OF EASEMENT

**PART OF PLANS:**  
 12-02-28-00-015  
 12-02-28-00-024  
 12-02-28-00-025  
 12-02-28-01-005

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, AND PART OF LOT 2 IN CROSSROADS LAKES RESUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 28, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 2003, AS DOCUMENT NUMBER 266232, ALL IN TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, HILL COUNTY, MINNESOTA



LINE	BEARING	DISTANCE
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Survey No. 1110w  
 Ordered By: Arco/Murray National Construction Co.  
 Description: PLAT OF EASEMENT  
 Date Prepared: DECEMBER 18, 2015  
 Scale: 1" = 50'

**JACOB & HFFNER**  
 SURVEYORS  
 1000 W. WASHINGTON ST. SUITE 100  
 MINNEAPOLIS, MN 55402  
 TEL: 612.338.1111  
 FAX: 612.338.1112  
 WWW.JACOBANDHFFNER.COM

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