

**71-R-23**

**A RESOLUTION**

**Authorizing the Mayor to Execute an Intergovernmental Agreement for the Resurfacing of Old Glenview Road Between the Village of Wilmette and the City of Evanston**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

**WHEREAS**, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any powers, privileges, functions, or authority exercised or which may be exercised by a unit of local government to be exercised, combined, transferred or enjoyed jointly with any other unit of local government; and

**WHEREAS**, improvements to Old Glenview Road, from Skokie Boulevard to Wilmette Avenue, are to be made pursuant to Wilmette's Old Glenview Road Resurfacing Project; and

**WHEREAS**, the aforementioned portion of Old Glenview Road is partially in Wilmette and partially in Evanston; and

**WHEREAS**, Evanston has requested that Wilmette include street resurfacing within Evanston's right-of-way as part of any contract Wilmette enters into for the improvements to Old Glenview Road; and

**WHEREAS**, the Parties wish to associate, cooperate, and enter into an Intergovernmental Agreement to define each Parties' rights and responsibilities in regard to the construction contemplated for Old Glenview Road ("Agreement");

**WHEREAS**, the Parties by virtue of their powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* are authorized to enter into this Agreement; and

**WHEREAS**, the Evanston City Council has determined that it will serve and be in the best interest of the City to enter into the Agreement;

**NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** The City Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2:** The City Council hereby approves, pursuant to the City of Evanston's home rule power, the Agreement in the form attached to this Resolution as Exhibit A.

**SECTION 3:** The Mayor is hereby authorized to sign the "Intergovernmental Agreement Between the Village of Wilmette and the City of Evanston for Street Resurfacing", attached hereto as Exhibit A and incorporated herein by reference.

**SECTION 4:** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Daniel Biss

Daniel Biss, Mayor

Attest:

Stephanie Mendoza

Stephanie Mendoza, City Clerk

Approved as to form:

Alexandra B. Ruggie

Alexandra B. Ruggie, Interim Corporation Counsel

Adopted: October 9, 2023

**EXHIBIT A**  
**INTERGOVERNMENTAL AGREEMENT**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILMETTE  
AND THE CITY OF EVANSTON FOR STREET RESURFACING**

**THIS AGREEMENT**, is entered into as of the latest date following the signatures hereon, by and between the VILLAGE OF WILMETTE, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (hereinafter “Wilmette”), and the CITY OF EVANSTON, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (hereinafter “Evanston”), collectively referred to as the “Parties”.

**WITNESSETH**

**WHEREAS**, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Parties are “public agencies” within the meaning of the Illinois Intergovernmental Cooperation Act; and

**WHEREAS**, the Parties have the power and authority to enter into an agreement pursuant to, but without limitation, the home rule powers under Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

**WHEREAS**, improvements to Old Glenview Road, from Skokie Boulevard to Wilmette Avenue, are to be made pursuant to Wilmette’s Old Glenview Road Resurfacing Project; and

**WHEREAS**, the aforementioned portion of Old Glenview Road is partially in Wilmette and partially in Evanston; and

**WHEREAS**, Evanston has requested that Wilmette include street resurfacing within Evanston’s right-of-way as part of any contract Wilmette enters into for the improvements to Old Glenview Road; and

**WHEREAS**, the Parties wish to associate, cooperate, and enter into an intergovernmental agreement to define each Parties’ rights and responsibilities in regard to the construction contemplated for Old Glenview Road (“Agreement”); and

**WHEREAS**, Wilmette has agreed to be the lead agency in constructing said improvements and shall provide design and construction engineering services for said improvements; and

**WHEREAS**, Wilmette has secured federal Surface Transportation Program (STP) funds through the Northshore Council of Mayors, the Illinois Department of Transportation (IDOT); and

**WHEREAS**, the total estimated cost for said improvements is \$1,075,683; and

**WHEREAS**, Wilmette agrees to pay 20% of the total cost of construction as a condition

of using STP funds; and

**WHEREAS**, IDOT has agreed to pay 80% of the actual costs of the improvements, estimated to be \$860,546; and

**WHEREAS**, Wilmette will pay 20% of the actual costs of the improvements, estimated to be \$215137,377; and

**WHEREAS**, the portion of costs for the improvements benefiting Evanston's right-of-way is estimated to be \$116,390; and

**WHEREAS**, Evanston will pay 20% of the actual costs of the improvements in full, estimated to be \$23,278 for the improvements benefiting Evanston's right-of-way; and

**WHEREAS**, Evanston shall reimburse Wilmette for its portion of the costs; and

**WHEREAS**, should the portion of costs for the improvements benefiting Evanston exceed the aforementioned estimate, Evanston shall pay the additional costs; and

**WHEREAS**, the Board of Trustees of the Village of Wilmette, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, has authorized the Village Manager of the Village of Wilmette to enter into an agreement for the construction of said improvement; and

**WHEREAS**, the City Council of the City of Evanston, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by its resolution has authorized its City Manager to enter into an agreement for said improvement; and

**WHEREAS**, this Agreement shall be executed in addition to and shall have no effect upon any other agreements between the Parties; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties hereto, as follows:

**A. Recitals Incorporated**

The foregoing recitals are incorporated herein as if fully set forth herein.

**B. Purpose**

The purpose of this Agreement is for Wilmette to include additional construction to its Old Glenview Road Resurfacing Project construction that will benefit Evanston and for Evanston to provide payment for those costs.

**C. Bidding**

The bidding and letting of contract(s) for the work to be performed hereunder, as well as Village of Wilmette engineering services, shall be done in accordance with Wilmette's ordinances, practices, and procedures, the current version of the IDOT Standard Specifications for Road and Bridges, and Supplemental Specifications and Recurring

Special Provisions and IDOT Procedures. In the event of a conflict, the aforementioned, Specifications for Roads and Bridges shall control.

Bid specifications issued by IDOT pursuant to this Agreement shall:

Require that the contractor provide Evanston with a certificate of insurance naming Evanston as an additional insured and an agreement to indemnify and hold harmless Evanston from all claims arising out of the contractor's performance, on the same terms and conditions as those provided to Wilmette; and

Provide therein that Evanston is intended to be a third-party beneficiary of the contract, and that any terms establishing rights and authority in Wilmette shall also be deemed to extend to Evanston.

**D. Payment by Evanston to Wilmette**

Evanston, upon written request from Wilmette, shall promptly convey to Wilmette sufficient funds to meet the portion of each request for payment submitted by the contractor that is attributable to Evanston pursuant to this Agreement, and shall do so in a timely manner so as to allow Wilmette to meet its payment obligations pursuant to its contract with said contractor without default.

**E. Execution of Additional Documentation**

Both of the parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to preserve and assert any claims that a party may have against a contractor performing work under this Agreement.

**F. Evanston's Indemnification of Wilmette**

Evanston shall defend, protect, indemnify, save, and forever hold harmless Wilmette and/or each of its officers, officials, employees, agents, and/or representatives from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including but not limited to court costs, litigation expenses, insurance deductibles, and attorneys' fees and expenses, which Wilmette and/or its officers, officials, employees, agents, and/or representatives may incur, suffer, or sustain, or for which Wilmette and/or its officers, officials, employees, agents, and/or representatives may become obligated by reasons of any accident, injury to, or death of any persons, or loss of, or damage to, any property, or civil and/or constitutional infringement of civil rights or liberties (specifically including violations of any and all federal civil rights statutes, regulations, and constitutional provisions) arising directly or indirectly from, in connection with, under, or as a result of this Agreement.

**G. Insurance**

During the term of the Agreement, Evanston shall maintain its insurance – with limits at the time this agreement is executed – against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the services hereunder by Wilmette. Evanston shall name Wilmette, its officers, officials, and employees as additional insureds on its liability insurance, or self-insurance, coverage, at all times during the term of this Agreement. Such Certificate of Insurance shall be provided to Wilmette within 10 days after this Agreement is fully executed.

**H. Notice**

All notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery *via* certified mail, return receipt requested, addressed:

If to Evanston:

Luke Stowe  
City Manager  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201

Edgar Cano  
Director of Public Works  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201

Alexandra B. Ruggie  
City Attorney  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201

If to Wilmette:

Michael Braiman  
Village Manager  
Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, IL 60091

Brigitte Berger-Raish  
Director of Engineering  
and Public Works  
Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, IL 60091

Jeffrey M. Stein  
Corporation Counsel  
1200 Wilmette, Ave.  
Wilmette, IL 60091

**I. Additional Terms and Conditions**

1. This Agreement shall be binding to the Parties and their respective successors, including successors in office.
2. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
3. No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.
4. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. The Parties acknowledge that no representations have been made which have not been set forth herein.

5. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
6. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will be granted or denied at the Party's sole discretion.
7. This Agreement is for the benefit of the Parties and no other person is intended to or shall have any rights, interest or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
8. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by the Village President of the Village of Wilmette and the Mayor of the City of Evanston. Their signatures are attested to by the respective clerks of these municipalities, and their respective corporate seals have been hereunto affixed on the day and year written below.

**VILLAGE OF WILMETTE:**

By: *Ante Plunett*  
Village President

Attest: *MB*  
Village Clerk

Date: 1/11/24

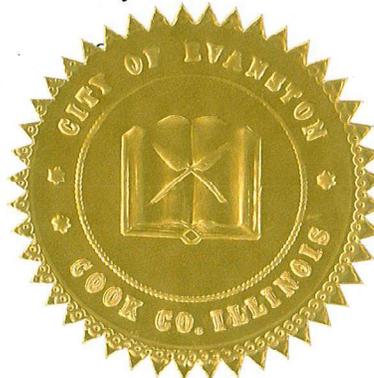
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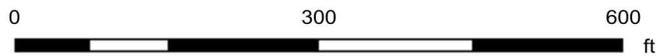
**CITY OF EVANSTON:**

By: *Don J...*  
Mayor

Attest: *Stephanie...*  
City Clerk

Date: 10/26/23

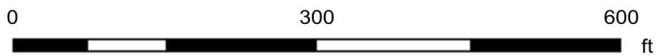




Print Date: 9/25/2023

Notes

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**RESOLUTION NO. 2024-R-5**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF WILMETTE AND THE CITY OF EVANSTON FOR  
STREET RESURFACING OF OLD GLENVIEW ROAD**

**WHEREAS**, the Village of Wilmette, Cook County, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

**WHEREAS**, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Wilmette to enter into an Intergovernmental Agreement with the City of Evanston for Street Resurfacing of Old Glenview Road (“IGA”); a copy of which is attached hereto as Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Wilmette as follows:

**SECTION 1:** The foregoing findings and recitals are hereby made a part of this Resolution and are incorporated by reference as if set forth verbatim herein.

**SECTION 2:** The IGA attached as Exhibit A is hereby approved.

**SECTION 3:** The Village Manager is authorized to execute the IGA. Prior to executing the IGA, the Village Manager is authorized to make non-material changes and changes to the form of the IGA in his discretion.

**SECTION 4:** The Village Manager is authorized to take any action necessary to carry out the purpose of this Resolution and this Resolution shall be in full force and effect from and after its passage.

**SECTION 5:** This Resolution shall be in full force and effect from and after its passage.

**ADOPTED** on **January 9, 2024**, pursuant to the following roll call vote:

**AYES:** Trustees Dodd, Smith, Sheperd, Gjaja, Kennedy and President Plunkett.

**NAYS:** None.

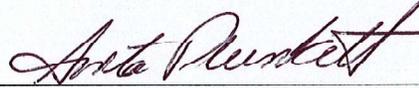
**ABSTAIN:** None.

**ABSENT:** Trustee Leonard.



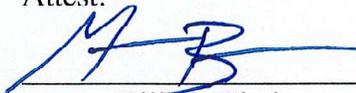
Village Clerk

Approved on **January 9, 2024**.



Village President

Attest:



Village Clerk

