

RESOLUTION NO. R-2024-73

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF WHEATON AND MILTON TOWNSHIP FOR
CONSTRUCTION OF SIDEWALK ON SUMMERFIELD COURT**

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such, the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, both the City and Milton Township ("Township") are considered "public agencies" as defined in the Intergovernmental Cooperation Act ("Act"), 5 ILCS 220/2.; and

WHEREAS, the Act allows public agencies to contract with one another to exercise, combine, transfer or enjoy powers, privileges, functions or authority of one another; and

WHEREAS, the City is constructing new sidewalk on Orchard Road as part of its 2024 Fall Sidewalk Program; and

WHEREAS, Summerfield Court, which is under the jurisdiction of the Township is adjacent to Orchard Road; and

WHEREAS, the Township desires to replace sidewalk on the southwest side of Summerfield Court and requested that the City include said construction in its contract for the 2024 Fall Sidewalk Program; and

WHEREAS, the construction on Orchard and Summerfield will make the sidewalk in that area compliant with the American with Disabilities Act; and

WHEREAS, the Township will reimburse the City for all costs associated with the construction of the sidewalk on Summerfield Court; and

WHEREAS, the corporate authorities of the City of Wheaton, DuPage County, Illinois find it reasonable, necessary and appropriate to enter into an Intergovernmental Agreement with the Township for construction of sidewalk on Summerfield Court.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, Du Page County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The recitals above are hereby incorporated into this Section 1 as though fully set forth herein.

Section 2: The Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to, the Intergovernmental Agreement between the City of Wheaton and Milton Township for construction of, and payment for, sidewalk on Summerfield Court; and that a copy of that certain Intergovernmental Agreement is on file with the City Clerk's office and is incorporated herein as if fully set forth as Exhibit A.

ADOPTED this 19th day of August 2024.

Philip J. Suess
Mayor

ATTEST:

Andrea Rosedale

City Clerk

Roll Call Vote:

Ayes: Councilman Clousing
Councilwoman Robbins
Councilman Weller
Councilman Brown
Mayor Pro Tem Bray-Parker

Nays:

None
Councilman Barbier
Mayor Suess
Motion Carried Unanimously

Absent:

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF WHEATON AND MILTON TOWNSHIP ROAD DISTRICT FOR
CONSTRUCTION OF SIDEWALK ON SUMMERFIELD COURT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 20th day of August, 2024, by and between the City of Wheaton, an Illinois Municipal Corporation (“City”) and Milton Township Road District (“Township”), collectively referred to as the “Parties”.

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, the City and the Township are “public agencies” as defined by Article VII, Section 1, of the Constitution of the State of Illinois and are authorized to contract and agree with one another on matters of mutual concern; and

WHEREAS, the City is constructing new sidewalk in its right-of-way on the west side of Orchard Road, part of which is near Summerfield Court; and

WHEREAS, most of Summerfield Court is under the jurisdiction of the Township; and

WHEREAS, the Township desires to replace part of the existing sidewalk on the south side of Summerfield Court; and

WHEREAS, the Parties desire to partner to consolidate services for sidewalk construction on Orchard Road and Summerfield Court (“the Project”) to make the sidewalk on the southwest corner of Summerfield Court and Orchard Road compliant with the Americans with Disabilities Act.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth herein, the Parties hereto agree as follows:

1. The above recitals are hereby incorporated herein as if fully set forth in this paragraph 1.
2. The City shall be responsible for the public advertisement for calls for bids or requests for proposals, the selection of firms/contractors and awarding of contracts (surveying, geotechnical, material testing, design or construction) in compliance with the applicable procurement requirements, and managing the contracts. All construction will be in conformance with the Project drawings and specifications. It is understood that the Township will not be a party to any construction contract and will have no obligation to any contractors.
3. The Township shall have the opportunity to review, provide input and approve the construction contract that pertains to work to be performed on Township property. The City shall provide copies of any engineering plans, specifications and contracts to the Township, and the Township agrees it will review such plans, specifications and contracts within seven (7) days of its receipt of same. If the Township fails to review such plans, specifications or contracts within this seven (7) day timeframe or provide input to the City in writing, such plans, specifications or contracts shall be deemed accepted by the Township.
4. The City shall administer the Project. The Project shall be completed on or before October 31, 2024.
5. The City shall require all contractors to name the Township, its agents, officers and employees as additional insureds on all insurance policies for the part of the Project on Township property, except the worker's compensation policy and any professional liability policy.
6. The Parties agree to cooperate with one another and use their best efforts to ensure the timely and successful completion of the Project.
7. The Township shall reimburse the City for one hundred percent (100%) of the total costs for work related to its improvements, not to exceed \$15,000, within thirty (30) days of receipt of

an invoice. The City shall provide copies of the pay applications to the Township for the Township's approval prior to making any payments to the contractor; such approval shall not be unreasonably withheld by the Township.

8. Upon completion of the Project, each Party shall continue to be responsible for maintenance, upkeep and repairs for the sidewalks under their own jurisdiction.

9. This Agreement represents the entire agreement between the parties. This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution. This Agreement shall be binding upon any successors or assigns to either Party to this Agreement.

10. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the City and the Township shall be DuPage County, Illinois.

11. Any statement, notice or writing to be presented to a Party hereunder shall be so presented by personal delivery or by deposit in the United States mail, with postage properly prepaid, and properly addressed to the offices of the other Party as indicated below, and shall be deemed presented on date of postmark.

City of Wheaton
Attn: Joe Tebrugge
Director of Engineering
303 W. Wesley St.
Wheaton, IL 60187

Milton Township Road District
Attn: Gary Muehlfelt
Highway Commissioner
23W040 Poss St.
Glen Ellyn, IL 60137

12. If any section, paragraph, clause or provision of this Agreement shall be held invalid, the

invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization have executed this Agreement on the date first written above.

**MILTON TOWNSHIP ROAD
DISTRICT**


Gary Muehleif
Highway Commissioner

CITY OF WHEATON


Philip J. Suen
Mayor

ATTEST:


Laura Schwartz
Clerk Deputy

ATTEST:


Andrea Rosedale
City Clerk