

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
SEPTEMBER 23, 2008 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Intergovernmental Agreement with the Downers Grove Sanitary District	✓ Resolution Ordinance Motion Discussion Only	Robin Weaver Interim Director of Public Works

SYNOPSIS

A resolution has been prepared approving an intergovernmental agreement (IGA) with the Downers Grove Sanitary District (DGSD) pertaining to construction activities within the Village's right-of-way and authorizing the Mayor and Village Clerk to sign said agreement.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2007-2012 identified *Partner with Others*. A supporting definition of this mission is: *Working with Other Local Governments – School Districts, Park District, Library and Sanitary District for the Benefit of the Community*.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval on the October 7, 2008, consent agenda.

BACKGROUND

The DGSD, an independent governmental unit, routinely works within the Village right-of-way to make repairs and improvements to their sewer network. Frequently, this involves removing pavement, curbs, drive approaches and sidewalks and replacing them in kind. The DGSD has not been applying for Village permits for work in the Village's rights-of-way. An informal "handshake" agreement has existed for longer than current staff can determine.

The proposed IGA formalizes the procedures under which both entities have been operating and serves to minimize any future problems from occurring. The IGA states that the Sanitary District does not have to obtain or pay for permits (other than stormwater permits); the DGSD does not have to provide bonds; and the DGSD does have to annually provide the Village with a certificate of insurance. The IGA details notification procedures and timeframes and requires that both the Village and the DGSD provide each other with annual scheduled work project plans on a timely basis.

These matters are consistent with interactions with other government partners in the Village, including the School, Park and Library Districts.

ATTACHMENTS

Resolution
 Intergovernmental Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOWNERS GROVE
SANITARY DISTRICT AND THE VILLAGE OF DOWNERS GROVE WITH REGARD
TO PERMITTING AND BONDING REQUIREMENTS**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Intergovernmental Agreement (the “Agreement”),
between the Village of Downers Grove (the “Village”) and the Downers Grove Sanitary District (the
“District”), for permitting and bonding requirements, as set forth in the form of the Agreement submitted to
this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed
for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form
approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall
deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and
directed to take such further action as they may deem necessary or appropriate to perform all obligations and
commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are
hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided
by law.

Mayor

Passed:

Attest: _____
Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOWNERS GROVE
SANITARY DISTRICT AND THE VILLAGE OF DOWNERS GROVE WITH REGARD
TO PERMITTING AND BONDING REQUIREMENTS**

THIS AGREEMENT is entered into by and between the DOWNERS GROVE SANITARY DISTRICT, ILLINOIS, a sanitary district created and existing under the laws of the State of Illinois, (hereinafter referred to as the "District"), and the VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois municipality, (hereinafter referred to as the "Village"), concerning the permitting and bonding requirements as they relate to construction improvements.

WHEREAS, the 1970 Illinois Constitution, Art. VII, Sec. 10, and Illinois Compiled Statutes, 5 ICLS 220/1 et. seq., allow the Village and the District to cooperate in the performance of their responsibilities by contract and other agreements; and

WHEREAS, the District and the Village desire to cooperate in an effort to insure that construction improvements performed within the corporate limits of Downers Grove, Illinois (hereinafter referred to as "Construction") meet the permitting and bonding requirements of both the Village and the District.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the Village and the District formally covenant, agree, and bind themselves as follows to wit:

1. Both the District and the Village agree to cooperate and make every effort to comply with the provisions described herein.
2. Both the District and the Village agree that, from the date of execution, this Agreement shall take precedence over some of the permitting and bonding requirements for construction, exempting strict compliance with certain requirements as the terms of this Agreement shall be in lieu of those requirements.
3. The District and the Village shall comply with all bonding and permitting requirements of the respective entities for the following construction:
 - A. Any and all new Construction; and
 - B. For any and all expansion Construction.
4. The District is exempt from Village permitting and bonding and, therefore, shall not be required to obtain a permit or provide a bond for any construction repair work or in-kind replacement work performed within the corporate limits of Downers Grove. Reciprocally, the Village is exempt from District permitting and bonding and, therefore, shall not be required to obtain a permit or provide a bond for any construction repair work or in-kind replacement work performed within the corporate limits of Downers Grove.

5. Both the Village and the District agree that each party shall require all contractors performing Construction to issue a three year warranty covering said construction.
6. Both the Village and the District agree that each party shall require all contractors performing Construction to name both the District and the Village, and their respective agents, officers and employees, as additional insureds on all insurance policies required for each instance of Construction, as it applies to general liability coverage. The limits of liability shall not be less than one hundred thousand dollars (\$100,000) for each person and three hundred (\$300,000) for each occurrence; and there shall be an endorsement to the effect that such insurance is not cancelable by the issuer except upon ten (10) days notice of such cancellation to the other party. Proof of such additional coverage shall be provided to the other party prior to commencement of each instance of Construction.
7. The District shall indemnify, keep and hold harmless the Village where a loss is caused by the negligent, willful or reckless acts or omissions of the District, its employees, contractors, subcontractors, officers or agents. This provision shall survive the expiration of any obligation owing under this Agreement
8. The Village shall indemnify, keep and hold harmless the District where a loss is caused by the negligent, willful or reckless acts or omissions of the Village, its employees, contractors, subcontractors, officers or agents. This provision shall survive the expiration of any obligation owing under this Agreement.
9. Both the District and the Village shall make reciprocal efforts to submit plans of their respective construction projects to each other in a timely fashion for proper review, comment and permit, if so required. The goal is to submit plans no less than three (3) months prior to the anticipated start of each project.
14. Both the District and the Village shall make reciprocal efforts to inform each other of the scheduling of all joint meetings or pre-construction meetings for their respective construction projects which concern both the District and the Village.
15. This Agreement shall be perpetual, from the date of execution, and may be reviewed, from time to time, by the parties for the purpose of proposing changes or modifications to this Agreement. Such review shall only occur upon the request of one party and the consent of the other party where such consent shall not be unreasonably withheld.
16. This Agreement may be cancelled by either party without penalty of any kind by giving the other party notice of such cancellation not less than one hundred eighty (180) days prior to the effective date of cancellation.

17. This document shall be a final embodiment of the Agreement by and between the District and the Village. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the Village and the District and in accordance with the review provision in paragraph 15.
18. In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.
19. This agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

Dated at Downers Grove, Illinois, this _____ day of _____, 20____.

Downers Grove Sanitary District

By: _____
Nicholas J. Menninga, General Manager

Attest: _____
Sheila K. Henschel, Assistant Clerk

Dated at Downers Grove, Illinois, this _____ day of _____, 20____.

Village of Downers Grove

By: _____
Ronald Sandack, Mayor

Attest: _____
April Holden, Village Clerk