

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 3, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Intergovernmental Agreement with Darien for Improvements in Knottingham Subdivision	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to authorize the execution of an Intergovernmental Agreement with the City of Darien regarding street and watermain improvements in the Knottingham Subdivision.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 for include *Top Quality Infrastructure*.

FISCAL IMPACT

The City of Darien will pay the Village \$67,425 for improvements made in the Darien portions of the Knottingham Subdivision.

UPDATE & RECOMMENDATION

This item was discussed at the March 20, 2012 Village Council meeting. Staff recommends approval on the April 3, 2012 Consent Agenda.

BACKGROUND

Pursuant to the Long Range Financial Plan and the 2012 Community Investment Plan, the Village will be reconstructing streets, replacing watermains, and installing traffic calming measures within the Knottingham subdivision, including Queens Court, Rohrer Drive, Sherwood Court, Elizabeth Lane, Marie Drive, Knottingham Lane, 77th Street, and Baimbridge Drive. Small portions of Knottingham Lane and Baimbridge Drive are located in the City of Darien. As part of the project the Village will reconstruct the streets and replace the watermains located in the Darien portions of the subdivision.

The Village and the City of Darien have a history of working together to make improvements to streets that lie within both municipalities. The Intergovernmental Agreement includes the following key terms:

- The Village will reconstruct the portions of the streets and watermains that are located within the City of Darien.
- Darien will allow the Village to make the improvements within their jurisdiction. No permits will be required.
- Darien will pay the Village \$67,425 for the improvements within the City of Darien. Payment must be made no later than May 15, 2013. If Darien fails to make the payment by the deadline, the Village will withhold water purchase payments in the amount equal to \$67,425 (Pursuant to a 1978 agreement the Village purchases water from Darien to serve residents in the Knottingham Subdivision area.)

ATTACHMENTS

Resolution
 Intergovernmental Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN
AND THE VILLAGE OF DOWNERS GROVE**

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 ("Downers Grove") and the City of Darien ("Darien"), relating to street and watermain improvements in the Darien Knottingham Subdivision, 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 Mayor, 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 and all attached exhibits and necessary documentation, 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 and all exhibits.

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

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the Village of Downers Grove, an Illinois Municipal Corporation (hereinafter referred to as “Downers Grove”) and the City of Darien, an Illinois Municipal Corporation, (hereinafter referred to as “Darien”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, Downers Grove and Darien are “units of local government” 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, in 1972 Downers Grove annexed the majority of a residential development commonly referred to as the “Knottingham Subdivision”, which is depicted on Exhibit ___ (hereinafter referred to as the “Knottingham Subdivision”); and

WHEREAS, portions of the Knottingham Subdivision are still located within the corporate boundaries of Darien (hereinafter referred to as “Darien Knottingham Areas”); and

WHEREAS, by Agreement dated January 16, 1978 (hereinafter referred to as the “Knottingham Agreement”) Downers Grove purchased from Darien the water distribution system (hereinafter referred to as the “Water System”) located in the Knottingham Subdivision; and

WHEREAS, the Knottingham Agreement also provided for the wholesale

purchase of water by Downers Grove from Darien and the sale of said water by Downers Grove to the Knottingham Subdivision residents via the Water System; and

WHEREAS, Downers Grove makes this wholesale water payment to Darien on a bi-monthly basis (hereinafter referred to as the “Wholesale Water Payment”); and

WHEREAS, Downers Grove intends to reconstruct the streets and replace the water mains in the Knottingham Subdivision, including the minor portions (approximately 10 residential lots) located in the Darien Knottingham Areas (hereinafter referred to as the “Knottingham Reconstruction Project”); and

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

1. The above recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph 1.
2. On or before May 15, 2013, Darien shall pay to Downers Grove Sixty-Seven Thousand Four Hundred Twenty-five Dollars and No Cents (\$67,425.00) in exchange for the improvements located in the Darien Knottingham Areas (hereinafter referred to as “Darien’s Contribution Amount”).
3. Downers Grove’s contractor shall remove and replace four (4) water valves located within Darien’s jurisdiction, but which lie within the limits of the Knottingham Reconstruction Project, and in addition to the amount identified in paragraph 2 above, Darien shall reimburse Downers Grove for all costs associated therewith no later than thirty (30) days after the water valves have been installed (hereinafter referred to as “Water Valve Reimbursement Payment”).
4. In the event Darien fails to make said payments set forth in paragraphs 2 and 3

above within thirty (30) days of the due dates, then Downers Grove shall have the ability to withhold the Wholesale Water Payment and apply said payment(s) to Darien's Contribution Amount and Water Valve Reimbursement Payment until those amounts have been paid in full.

5. Darien grants to Downers Grove, its agents and contractors the right to enter upon, on, over, across, under, in and through Darien's rights-of-way located within the Knottingham Subdivision for the purposes of reconstructing the streets and replacing the water mains and to perform all work associated therewith. Darien waives the requirement for obtaining a permit and any fees associated therewith. Darien agrees that it shall not have the ability or authority to stop any work performed by Downers Grove, its agents or contractors within Darien's rights-of-way or jurisdiction in relation to the Knottingham Reconstruction Project. The parties agree to cooperate with one another and use their best efforts to insure the timely and successful completion of the Knottingham Reconstruction Project.

6. Downers Grove shall have its contractor add Darien as an additional insured to its insurance policies for the Knottingham Reconstruction Project.

7. Upon completion of the Knottingham Reconstruction Project Darien shall continue to be responsible for maintenance, upkeep and repairs for the streets and water mains located within the Darien Knottingham Areas.

8. 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.

9. 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 Village and Darien shall be DuPage County, Illinois.

10. Any statement 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, and shall be deemed presented on date of postmark.

11. 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.

CITY OF DARIEN

VILLAGE OF DOWNERS GROVE

Mayor

Mayor

ATTEST:

ATTEST:

City Clerk

Village Clerk

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the Village of Downers Grove, an Illinois Municipal Corporation (hereinafter referred to as “Downers Grove”) and the City of Darien, an Illinois Municipal Corporation, (hereinafter referred to as “Darien”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, Downers Grove and Darien are “units of local government” 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, in 1972 Downers Grove annexed the majority of a residential development commonly referred to as the “Knottingham Subdivision”, which is depicted on Exhibit A (hereinafter referred to as the “Knottingham Subdivision”); and

WHEREAS, portions of the Knottingham Subdivision are still located within the corporate boundaries of Darien (hereinafter referred to as “Darien Knottingham Areas”); and

WHEREAS, by Agreement dated January 16, 1978 (hereinafter referred to as the “Knottingham Agreement”) Downers Grove purchased from Darien the water distribution system (hereinafter referred to as the “Water System”) located in the Knottingham Subdivision; and

WHEREAS, the Knottingham Agreement also provided for the wholesale

purchase of water by Downers Grove from Darien and the sale of said water by Downers Grove to the Knottingham Subdivision residents via the Water System; and

WHEREAS, Downers Grove makes this wholesale water payment to Darien on a bi-monthly basis (hereinafter referred to as the “Wholesale Water Payment”); and

WHEREAS, Downers Grove intends to reconstruct the streets and replace the water mains in the Knottingham Subdivision, including the minor portions (approximately 10 residential lots) located in the Darien Knottingham Areas (hereinafter referred to as the “Knottingham Reconstruction Project”); and

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

1. The above recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph 1.
2. On or before May 15, 2013, Darien shall pay to Downers Grove Sixty-Seven Thousand Four Hundred Twenty-five Dollars and No Cents (\$67,425.00) in exchange for the improvements located in the Darien Knottingham Areas (hereinafter referred to as “Darien’s Contribution Amount”).
3. Downers Grove’s contractor shall remove and replace one (1) water valve located within Darien’s jurisdiction, but which lies within the limits of the Knottingham Reconstruction Project, and in addition to the amount identified in paragraph 2 above, Darien shall reimburse Downers Grove for all costs associated therewith no later than thirty (30) days after the water valve has been installed (hereinafter referred to as “Water Valve Reimbursement Payment”).
4. In the event Darien fails to make said payments set forth in paragraphs 2 and 3

above within thirty (30) days of the due dates, then Downers Grove shall have the ability to withhold the Wholesale Water Payment and apply said payment(s) to Darien's Contribution Amount and Water Valve Reimbursement Payment until those amounts have been paid in full.

5. Darien grants to Downers Grove, its agents and contractors the right to enter upon, on, over, across, under, in and through Darien's rights-of-way located within the Knottingham Subdivision for the purposes of reconstructing the streets and replacing the water mains and to perform all work associated therewith. Darien waives the requirement for obtaining a permit and any fees associated therewith. Darien agrees that it shall not have the ability or authority to stop any work performed by Downers Grove, its agents or contractors within Darien's rights-of-way or jurisdiction in relation to the Knottingham Reconstruction Project. The parties agree to cooperate with one another and use their best efforts to insure the timely and successful completion of the Knottingham Reconstruction Project.

6. Downers Grove shall have its contractor add Darien as an additional insured to its insurance policies for the Knottingham Reconstruction Project.

7. Upon completion of the Knottingham Reconstruction Project Darien shall continue to be responsible for maintenance, upkeep and repairs for the streets and water mains located within the Darien Knottingham Areas.

8. 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.

9. 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 Village and Darien shall be DuPage County, Illinois.

10. Any statement 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, and shall be deemed presented on date of postmark.

11. 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.

CITY OF DARIEN

VILLAGE OF DOWNERS GROVE

Mayor

Mayor

ATTEST:

ATTEST:

City Clerk

Village Clerk

75TH ST

FLORENCE AVE

ELIZABETH LN

SHERWOOD CT

QUEENS CT

ROHRER DR

BAMBRIDGE DR

MARIE DR

KNOTTINGHAM LN

77TH ST

WILLIAMS ST

MANNING RD



75TH ST

FLORENCE AVE

ELIZABETH LN

77TH ST

WILLIAMS ST

SHERWOOD CT

QUEENS CT

BAMBRIDGE DR

KNOTTINGHAM LN

MARIE DR

ROHRER DR

MANNING RD

