

ORDINANCE NO. 19-57

**AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF COLLINSVILLE AND COLLINSVILLE TOWNSHIP HIGHWAY
DEPARTMENT**

WHEREAS, pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act (5ILCS 220/1, et sez.), the Mayor and the City Council for the City of Collinsville, Illinois, believe it is in the best interest of the City to enter into an Intergovernmental Agreement with Collinsville Township Highway to provide for street resurfacing improvements to California Avenue, which is located in, and services both, the City and the Township;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF COLLINSVILLE, ILLINOIS, that the Mayor is authorized to execute an intergovernmental agreement between the City of Collinsville and the Collinsville Township Highway for the street resurfacing improvements to California Avenue. Said intergovernmental agreement is attached hereto and made a part hereof by reference.

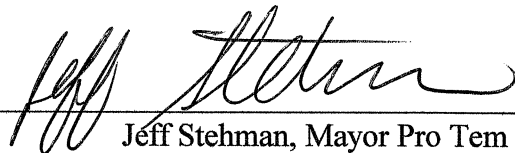
PASSED by the City Council and approved by the Mayor on August 12, 2019.

Ayes: Green, Jerome, Hausmann, Stehman

Nays: None

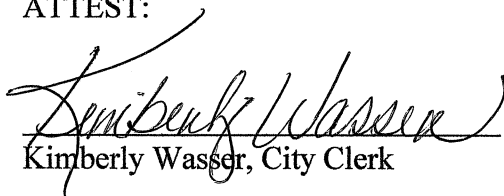
Absent: Miller

Approved: August 12, 2019



Jeff Stehman, Mayor Pro Tem

ATTEST:



Kimberly Wasser, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF COLLINSVILLE AND THE
COLLINSVILLE TOWNSHIP HIGHWAY DEPARTMENT**

This Agreement is made and entered into by and between the City of Collinsville, Illinois (hereinafter "City"), and the Collinsville Township Highway Department, Illinois (hereinafter "Township Highway Department"), this ___ day of _____, 2019 in Collinsville, Madison County, Illinois.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government, may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract are authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the City and Township Highway Department have determined that it is in the best interests of the public health, safety and welfare of the City and its residents, and Collinsville Township and its residents, that the parties enter into this Intergovernmental Agreement to provide for improvements to certain portions of California Avenue from Red Pine eastward, servicing both the City and the Collinsville Township Highway Department.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES, THE MUTUAL

ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Parties. The parties to this Agreement are municipal corporations organized and existing under the authority of the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq., as amended from time to time.

2. Purpose. The purpose of this Agreement is for the City and the Township Highway Department to complete the improvements within their jurisdictions to certain portions of California Avenue from Red Pine eastward, in accordance with the terms set forth herein.

3. Term of Agreement. The term of this Agreement commence on the effective date of this Agreement and remain in effect until the improvements to certain portions of California Avenue from Red Pine eastward are completed, and all costs associated therewith are paid as authorized herein.

4. Improvement Limits. The Township Highway Department is responsible to cover the cost of the improvement that is within its jurisdiction as described herein.

5. Finances. Attached in Exhibit A is the Schedule of Prices accepted by the City of Collinsville. The Township Highway Department will pay to the City its portion of the total project, estimated at \$80,000.000 toward the actual construction, engineering, and professional service costs the total project.

6. Payment Terms. The Township Highway Department shall remit its actual share of the project cost, estimated at \$80,000, of the total improvement construction costs to the City within 60 days of the completion of the improvements contemplated herein

7. Severability. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the entire Agreement as a whole, or any other part.

8. Notice. Any notice required here under shall be deemed to be given on the date

of mailing if sent by certified mail, return receipt requested, to the address or addresses of the entities following their signatures at the end of this Agreement.

9. Miscellaneous. Section titles are descriptive only, and do not in any way limit or expand the scope of this Agreement, which is not in any way transferable by any entity hereto.


10. Dispute Resolution. In the event of any dispute arising out of the application, interpretation or performance of this Agreement, the affected parties agree to meet and discuss the dispute and a potential resolution at least fifteen (15) days prior to instituting any legal action, unless either party may suffer immediate and irreparable harm from the non-performance, acts or omissions of the other party in which case the aggrieved party may seek equitable relief immediately. In the event the parties are unable to resolve the dispute within the fifteen (15) day period, the parties agree to engage in non-binding mediation utilizing the services of the Federal Mediation & Conciliation Service of the United States or the services of USA & M located in St. Louis, Missouri. If a party refuses to participate in mediation, the other party may (1) file an action to compel mediation, or (2) be relieved from mediation and file any appropriate action in the Circuit Court of Madison County, Illinois. Notwithstanding the foregoing, the parties agree that public safety is paramount and there shall be no interruption or termination of services until a non-appealable final judgment is entered resolving any such dispute.

In Witness Whereof the parties, pursuant to the authority granted by ordinances passed by the City Council of the City of Collinsville approved by the Collinsville Township Highway Commissioner have caused this Agreement to be executed by the Mayor of Collinsville and the Commissioner of Collinsville Township Highway Department attested by their respective Clerks and their respective corporate seals afforced hereto.

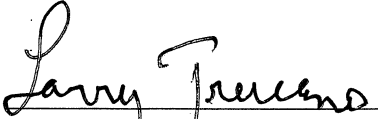
City of Collinsville

Collinsville Township Highway

Department



John Miller, Mayor
JEFF STEHMAN, MAYOR PRO TEM



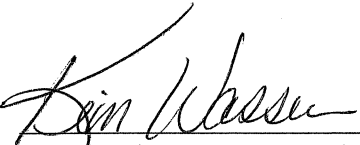
Larry Trucano, Highway Commissioner

Attest:

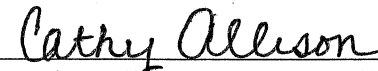
City of Collinsville

Collinsville Township Highway

Department



Kim Wasser, City Clerk



Cathy Allison, Collinsville Township
Clerk