

RESOLUTION NO. 2023-R-32

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE VILLAGE OF BLOOMINGDALE, DUPAGE COUNTY, ILLINOIS AND
THE CROSSINGS AT BLOOMINGDALE OWNERS ASSOCIATION**

WHEREAS, the Village of Bloomingdale is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution (the “Illinois Constitution”), and as such, may exercise any power and perform any function related to its government and affairs; and,

WHEREAS, the VILLAGE and the Crossings at Bloomingdale Owners Association (hereinafter referred to as “TCABOA”) in order to facilitate the free flow of traffic and to ensure the safety of the public, desire to construct improvements to Private Roadways within the Crossings at Bloomingdale Subdivision, (hereinafter referred to as “PROJECT”); and,

WHEREAS, the VILLAGE has prepared plans and specifications for said improvements described and depicted in documents entitled “2023 Street Improvement Project – MFT Section #23-00079-00-RS” (hereinafter referred to as “PLANS”) and approved by the ILLINOIS DEPARTMENT OF TRANSPORTATION (hereinafter referred to as “IDOT”) on February 16, 2023; and,

WHEREAS, TCABOA and the VILLAGE desire to cooperate in the construction of the PROJECT to the mutual benefit of both parties and the public; and,

WHEREAS, the VILLAGE will contract with an appropriate contractor to construct the PROJECT according to the PLANS and TCABOA will reimburse the VILLAGE for actual costs of the project within 30 days upon invoice for the work from the VILLAGE to TCABOA, based on the actual work completed, measured and approved by the VILLAGE, according to the schedule of costs shown in Exhibit A; and,

WHEREAS, the VILLAGE, based on bid unit prices for the PROJECT received on March 8, 2023 and estimated quantities of work, has determined the estimated cost for the work to be approximately \$48,027.60, with the costs agreeable to TCABOA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees for the Village of Bloomingdale;

SECTION 1. That the recitals set forth above are incorporated herein by reference as the factual basis for this transaction.

SECTION 2. That the Village President is hereby authorized to execute, and the Village Clerk attest the approval of the attached Agreement relating to the resurfacing of Private Roadways within the Crossings at Bloomingdale Subdivision.

SECTION 3. That this Resolution shall be in full force and effect from and after its passage and approval according to law.

DECIDED pursuant to a Roll Call Vote as follows:

	YES	NO	ABSENT	PRESENT
Vince Ackerman	X			
William Belmonte	X			
Bill Bolen	X			
Frank Bucaro	X			
Patrick Shannon	X			
Judi Von Huben	X			
Franco A. Coladipietro (only if necessary)				
TOTAL	6	0	0	

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the 8th day of May, 2023:



Franco A. Coladipietro
Village President

ATTEST:



Pamela S. Hager
Village Clerk

**AGREEMENT BETWEEN THE CROSSINGS AT BLOOMINGDALE OWNERS ASSOCIATION
AND THE VILLAGE OF BLOOMINGDALE FOR IMPROVEMENTS RELATING TO
RESURFACING PRIVATE ROADWAYS**

This AGREEMENT is entered into this 14 day of April, 2023 between THE CROSSINGS AT BLOOMINGDALE OWNERS ASSOCIATION (hereinafter referred to as "TCABOA") and the VILLAGE OF BLOOMINGDALE (hereinafter referred to as the "VILLAGE")

RECITALS

WHEREAS, TCABOA and the VILLAGE in order to facilitate the free flow of traffic and to ensure the safety of the public, desire to construct improvements to Private Roadways within the Crossings at Bloomingdale Subdivision, (hereinafter referred to as "PROJECT"); and,

WHEREAS, the VILLAGE has prepared plans and specifications for said improvements described and depicted in documents entitled "2023 Street Improvement Project – MFT Section #23-00079-00-RS" (hereinafter referred to as "PLANS") and approved by the ILLINOIS DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "IDOT") on February 16,2023; and,

WHEREAS, TCABOA and the VILLAGE desire to cooperate in the construction of the PROJECT to the mutual benefit of both parties and the public; and,

WHEREAS, the VILLAGE will contract with an appropriate contractor to construct the PROJECT according to the PLANS and TCABOA will reimburse the VILLAGE for actual costs of the project within 30 days upon invoice for the work from the VILLAGE to TCABOA, based on the actual work completed, measured and approved by the VILLAGE, according to the schedule of costs shown in Exhibit A; and,

WHEREAS, the VILLAGE, based on bid unit prices for the PROJECT received on March 8, 2023 and estimated quantities of work, has determined the estimated cost for the work to be approximately \$48,027.60 with the costs agreeable to TCABOA;

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for the AGREEMENT.
2. TCABOA and the VILLAGE agree to cooperate in, and make every effort to cause the construction of the PROJECT.
3. TCABOA and the VILLAGE agree to the estimated quantities of work and cost thereof to each party shown on Exhibit A attached hereto, all work to be performed according to the PLANS.

4. The VILLAGE shall take the lead on the PROJECT and act as the LOCAL AGENCY (as defined by IDOT in the "Standard Specifications for Road and Bridge Construction in Illinois") and be responsible for completing all design, contractor and engineer selection, awarding of bids, construction engineering and construction of the PROJECT.
5. The VILLAGE shall require that the Contractor name TCABOA as additional insured under the Contractor's general liability insurance policy.
6. TCABOA hereby grants to the VILLAGE, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above TCABOA property within the boundaries of the PROJECT for the purpose of constructing the PROJECT.
7. TCABOA and the VILLAGE shall each designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Representatives shall be readily available to the other party.
8. Both TCABOA and the VILLAGE agree that the VILLAGE shall administer the contract for the construction of the PROJECT.
9. TCABOA agrees to pay 50% of the estimated cost for construction as depicted in Exhibit A within 30 days of the execution of the agreement and the balance, based on the actual cost of the construction, shall become due upon completion of the PROJECT and paid within 30 days of the final invoice for the PROJECT. This actual cost is the bid price submitted by the VILLAGE contractor for the bid items associated with the work multiplied by the actual quantity installed by the contractor and measured and approved by the VILLAGE.
10. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.



James Capor
The Crossings at Bloomingdale Owners Association



Franco Coladipietro, Village President

ATTEST:



Pamela Hager, Village Clerk

The Crossings
Unit Price Cost Estimate for Private Drive Resurfacing
3/17/23
EXHIBIT A

NO.	ITEM	UNIT OF MEASURE	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	PAVEMENT REMOVAL (MILLING)	SQ YD	3178	\$ 2.00	\$6,356.00
2	LEVELING BINDER, (1")	TON	178.0	\$ 88.00	\$15,664.00
3	HOT-MIX ASPHALT SURFACE COURSE, (1.5")	TON	267.0	\$ 88.00	\$23,496.00
4	CURB REMOVAL AND REPLACEMENT	FOOT	70.0	\$ 35.88	\$2,511.60

TOTAL ESTIMATE = \$48,027.60