

RESOLUTION NO. R-21-04

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CAMPTON
HILLS, KANE COUNTY, ILLINOIS AND
THE CAMPTON TOWNSHIP HIGHWAY DISTRICT, REGARDING ROAD
MAINTENANCE**

WHEREAS, the Village of Campton Hills, Kane County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, on June 6, 2017 pursuant to Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Village and the Campton Township Highway District (the "*District*") entered into an Intergovernmental Agreement whereby the District would maintain the Village's Municipal Street System; and

WHEREAS, the Village and the District desire to amend their agreement for road maintenance (the "*Amended Agreement*") to further define and clarify the obligations of the Village and the District with respect to road maintenance; and

WHEREAS, the Village President and Board of Trustees of the Village of Campton Hills (the "*Corporate Authorities*") deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to enter into an Amended Agreement with the District.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Campton Hills, Kane County, Illinois, as follows

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. That the Amended Agreement by and between the Village and the District, which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board with such necessary non-material changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. That the officials and officers of the Village are further hereby authorized to undertake actions on the part of the Village as contained in the Amended Agreement to complete satisfaction of the provisions, terms or conditions stated therein

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.


Section 6. This Resolution shall be in full force and effect upon its passage, approval, and publication in the manner provided by law.

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Passed this 16 day of March, 2021, pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Darlene Bakk	<u>✓</u>	_____	_____	_____
Trustee Susan P George	_____	_____	<u>✓</u>	_____
Trustee Jim McKelvie	<u>✓</u>	_____	_____	_____
Trustee Mike Millette	<u>✓</u>	_____	_____	_____
Trustee Michael O'Dwyer	<u>✓</u>	_____	_____	_____
Trustee Wendy K. White Eagle	<u>✓</u>	_____	_____	_____
President Michael Tyrrell	_____	_____	_____	_____

APPROVED this 16 day of March, 2021



Michael Tyrrell, Village President

(SEAL)

ATTEST:



Lynn Baez, Village Clerk

Exhibit A

Amended Agreement

**AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF CAMPTON HILLS AND THE
CAMPTON TOWNSHIP HIGHWAY DISTRICT
RELATIVE TO THE VILLAGE OF CAMPTON HILLS' ROADS
LOCATED IN CAMPTON TOWNSHIP AND
CERTAIN STREETS IN PLATO TOWNSHIP**

This Amended Agreement ("Agreement") is made this 16th day of March, 2021, and amends the IGA between the parties of June 6, 2017, and is by and between the Village of Campton Hills (hereinafter the "Village"), an Illinois Municipal Corporation and unit of local government, and the Campton Township Highway District (hereinafter the "District"), a Township Road District and unit of local government.

WHEREAS, Section 10 of Article 7 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among and between themselves in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. permits any powers, privileges or authority exercised or which may be exercised by a unit of local government to be exercised jointly with any other unit of local government; and

WHEREAS, pursuant to a court order entered on May 14, 2007 in Kane County Case Number 06 MCK 6, the Village of Campton Hills has been duly incorporated as an Illinois Municipal Corporation and unit of local government; and

WHEREAS, the District previously has and presently continues to provide maintenance over the roads and streets within the now corporate limits of the Village which, prior to incorporation of the Village, comprised portions of the "District's Highway System" as defined by 605 ILCS 5/2-103 ("the District Highway System"); and

WHEREAS, by virtue of and as of the date of its incorporation as an Illinois Municipal Corporation and unit of local government, the Village has a "Municipal Street System" as defined by 605 ILCS 5/2-104 (the "Municipal Street System") that consists of portions of the above described District Highway System that existed prior to incorporation as a Village as well as portions of the Plato Township Highway System that existed prior to said incorporation (hereinafter "Plato Roads"), as more fully depicted on the map attached hereto as Exhibit A; and,

WHEREAS, the parties understand and acknowledge that the Village does not have the appropriate facilities to undertake to maintain the roads within the Village; and

WHEREAS, the Village intends, by means of this Agreement, to enlist the aid of the District in maintaining said roads. By means of this Agreement the Village intends that the District shall maintain the roads now within the Village in those applicable portions of both Plato and Campton Township and the District is willing to maintain said roads, all upon the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants and provisions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the District hereby agree as follows:

1. The recitals set forth above are hereby incorporated herein verbatim.

2. MAINTENANCE AND INFRASTRUCTURE RESPONSIBILITIES

A. **MAINTENANCE.** In consideration of its receipt of the funds and revenues as described in this Agreement, the District agrees that during the term of this Agreement, it shall maintain the Village's Municipal Street System (within Campton Township- see Exhibit "A") and any improvements to the infrastructure constructed thereon by either the Village or the District, in the same manner and to the same extent to which it was previously obligated to maintain the roads and streets therein as its District Highway System. A list of the maintenance services to be performed by the District is attached as Exhibit "B".

B. **FUNDS.** In the event that the Village receives State of Illinois stimulus funds, tax funds and other revenues, including, but not limited to, Motor Fuel Tax funds, road and bridge tax funds, or other funds which would have been received by the District, but for the incorporation of the Village for maintenance of roads, which are now within the Village's Municipal Street System, the Village shall pay said funds to the District on a monthly basis following receipt of District invoices. The Village agrees to maintain a separate account with accumulated Motor Fuel Tax money that is to be reimbursed to the District. The District will provide the necessary needed paperwork to the Village in order to submit the MFT forms necessary to receive MFT funds to be reimbursed to the District and/or the Village.

Any costs incurred by the District directly attributable to the fact that the work is being done on Village roads such as, but not limited to, outside engineering fees shall be reimbursed to the District from the Funds being held by the Village as part of the overall cost of the projects. The parties agree that decisions on which Village roads will be worked on with Motor Fuel Tax Funds as well as the priority of when the work will be scheduled shall be at the sole discretion of the Commissioner.

Motor Fuel Tax Funds received by the Village which are in excess of the amount that the District would have received had the Village not been incorporated shall be retained by the Village except as may be provided by separate Agreement between the Village and the Township.

Both the Village and the District acknowledge that this Agreement is subject to the Illinois Motor Fuel Tax Law (35 ILCS 505/1 et. seq) and nothing herein shall permit either party to act contrary to said Motor Fuel Tax Law.

C. **PERMITS.** Notwithstanding any provision to the contrary, the Village shall have the sole authority to issue permits relating to the Municipal Street System, including, but not limited to, culvert permits, access permits, temporary access permits, driveway permits, and other permits necessary for the use of, or access to, the Municipal Street System or the right-of-way along the Municipal Street System.

The Village shall collect and retain all fees for permits relating to the Municipal Street System, provided, however, that the Village shall remit \$1,200.00 to the District for each driveway access permit and \$100.00 for each temporary access permit issued by the Village relating to roads within Campton Township. A copy of each permit issued by the Village relating to roads within Campton Township shall be transmitted to the District.

D. **CAPITAL PROJECT PLANNING.** The Village and the District agree to meet within 6 months of the execution of this Agreement to discuss the development of a multi-year public works capital project plan (CPP) to be used as a guide for future budget development by both parties. Once this plan has been developed, the Village and the District further agree to meet at least semi-annually to review and revise the plan to project potential projects for the next fiscal year added onto the remaining agreement years. The scope of this plan will include road and storm water projects as well as an annual contingency amount for unanticipated "emergency" projects as mutually agreed to by both parties. Any capital project plan developed by the parties shall not be legally binding on either party. Rather, the capital project plan shall serve as a communication and planning tool to assist both parties in their respective budget processes. The CPP process shall involve both staff from the District and the Village as well as consultation with the Village's Public Works Committee.

3. **DELEGATION OF MAINTENANCE.** The Village hereby designates and grants all maintenance authority over the Municipal Street System that it now has or that it otherwise acquires during the term of this Agreement to the District and further authorizes the District to exercise such other or further powers over the Municipal Street System as is reasonable for the District to perform maintenance or other activities under this Agreement, provided however, that (i) the District shall not change motor vehicle weight limits within the Village for its Municipal Street System without the Village's written consent (except that in the absence of the Village's exercise of such authority, those motor vehicle weight limits applicable to the District Highway System as of the date of incorporation of the Village shall remain in effect throughout the Municipal Street System and shall be enforced by the Village; and (ii) the District shall consult in good faith with the Village concerning any proposed or contemplated District legislation that would have the effect of altering or changing the regulations or standard applicable to road or street construction or traffic control device placement within the Village prior to making final decisions on such matters.

4. **PLATO TOWNSHIP ROADS.** The parties hereto further acknowledge that included within the Municipal Street System are approximately 10 miles of roads, formerly in the Plato Township Highway District, which are depicted on Exhibit A attached hereto (the "Plato Township Roads"). The Plato Township Roads were not included within the District Highway System prior to the incorporation of the Village. The District hereby agrees that during the term of this Agreement, it shall maintain the Plato Township Roads by providing the maintenance services described in Exhibit C. The Village shall pay the District for the maintenance of the Plato Township Roads in accordance with the fee schedule listed in Exhibit C. The Village agrees to meet annually to review the costs outlined in Exhibit C. Where a need is mutually determined the costs may be adjusted subject to annual approval in the Village's Budget before they take effect. Said adjustments will be approved by the Village Board and the District as a new exhibit to this agreement.

Further, the District agrees to maintain the Intergovernmental Agreement with the Plato Township Highway District for snow and ice removal on certain Plato Township roads, a copy of which is attached hereto as Exhibit D, or which is in full force and effect during the term of this Agreement. Further, if any terms change in said Intergovernmental Agreement between the District and Plato Township Highway District, the District agrees to notify the Village.

5. **INDEMNIFICATION.** The Village shall defend, indemnify and hold harmless the District, and its officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorney's fees, arising out of or resulting from the negligence, malfeasance, or misfeasance of the Village or its officers, agents, or employees.

The District shall defend, indemnify and hold harmless the Village, and its officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorney's fees, arising out of or resulting from (1) the negligence, malfeasance, misfeasance of the District or its officers, agents or employees in the performance or non-performance of any act pursuant to this Agreement; or (2) from any claim by an employee, agent or subcontractor of the District.

The District and the Village will be responsible for insurance coverage or Risk Management Coverage for their respective liabilities as set forth above and shall provide each other from time to time with current Certificates of Coverage which include each other as an additional party insured.

6. **TERM AND TERMINATION.** This Agreement shall remain in full force and effect from the date first above written (which date shall be the first date on which the execution of this Agreement is approved by the last of both the Village and the District), and it shall terminate on June 1, 2022. Provided, however, either party may terminate this Agreement in its sole discretion upon not less than Eighteen (18) months written notice as provided in section 7 B below. In the event that the Village, not later than January 1, 2022, directs written notice to the District that it will be unable to or does not desire to fully assume all maintenance, repair and improvement and jurisdictional responsibilities with respect to the Municipal Street System as of the termination of this Agreement, then the Village and the District shall within 60 business days of the date of such notice cause their respective designated representatives to conduct such negotiations and meetings as may be necessary and attempt to produce a mutually satisfactory successor agreement outlining substantially the same subject matter as this Agreement, on such terms and conditions as may be therein set forth.

7. **MISCELLANEOUS.**

A. **GOVERNING LAW.** The parties agree that the statutory and case law of the State of Illinois shall govern the validity, performance and enforcement of this Agreement.

B. **NOTICES.** All notices or other writings which any party hereto as required or permitted to give in connection with this Agreement shall be in writing and shall be served by personal delivery, which service shall be effective as of the date of such delivery, or mailed by registered or certified mail, return receipt requested, with proper postage prepaid, which service shall be effective two (2) business days after the date of such mailing, and addressed as follows or to such other person or addressed as either party may designate from time to time by written notice given to the other party pursuant hereto:

If to Village: Village Clerk
Village of Campton Hills
40W270 LaFox, Suite B
Campton Hills, IL 60175

With a copy to:

Montana & Welch
11950 S. Harlem Avenue, Suite 102
Palos Heights, IL 60463

If to District: Campton Township Highway Commissioner
5N790 Route 47
Maple Park, IL 60151

With a copy to: Attorney Gerald K. Hodge
Kinnally, Flaherty, Krentz, Loran, Hodge & Masur,
P.C.
2114 Deerpath Road
Aurora, IL 60506

C. **SEVERABILITY.** If any provision of this Agreement are held to be invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect in any way any of the other provisions set forth herein, which provisions shall be enforceable to the fullest extent possible.

D. **AMENDMENTS.** The parties hereto agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties in the same fashion and in the same manner used to adopt this Agreement, and authorize its execution in the first instance.

E. **HEADINGS.** The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part here of and do not modify, interpret or construe understandings of the parties hereto.

F. **COUNTERPARTS.** This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same agreement.

G. **ORIGINALS.** This Agreement may be reproduced by means of carbons, Xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed and the same is hereby declared to be a duplicate original of this Agreement

H. **SINGULAR AND PLURAL.** Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

I. **WAIVER.** No waiver by either party of any breach of any term or condition hereto shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereto. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.

J. **ENTIRE AGREEMENT.** Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations, and representations and is a full integration of the entire agreement of the parties.

K. **REMEDIES.**

- (i) The parties hereto may, at law or in equity, by sole, action, mandamus or other proceeding, enforce or compel the performance of this Agreement with the prevailing party being entitled to all costs and expenses. No action taken by either party hereto pursuant to the provisions of this section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to either party at law or in equity.
- (ii) In the event of any breach of or default under this Agreement, the parties shall give prompt written notice of such alleged breach or default and the party receiving such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) day period shall be reasonably extended if the defaulting party has initiated the cure of said breach of the default and is diligently proceeding therewith.

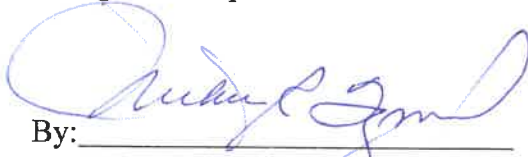
L. **DISTRICT DISCRETION.** The obligations of the District to maintain and repair the streets and roads identified herein is subject to the sole discretion of the District as to (a) the manner in which said roads and streets are to be maintained and repaired, including materials used; (b) the priority of which roads are streets are maintained and repaired; and (c) when such roads and streets shall be maintained and repaired.

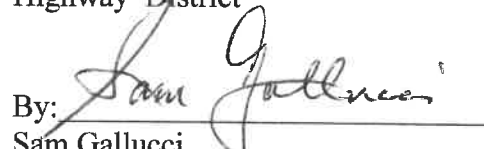
Village

District

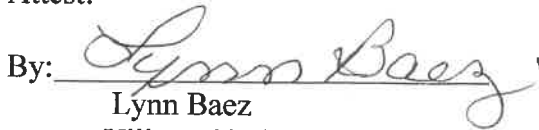
Village of Campton Hills

Campton Hills Township
Highway District

By: 
Michael Tyrrell
Village President

By: 
Sam Gallucci
Highway Commissioner

Attest:

By: 
Lynn Baez
Village Clerk