

**A RESOLUTION
VILLAGE OF CAMPTON HILLS
APPROVING AND AUTHORIZING EXECUTION OF
EXTENSION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF CAMPTON HILLS AND CAMPTON TOWNSHIP HIGHWAY DISTRICT
REGARDING CERTAIN STREETS IN PLATO TOWNSHIP**

WHEREAS, the Village of Campton Hills and the Campton Township Highway District have previously negotiated an Intergovernmental Agreement providing for the future maintenance by the Campton Township Highway District (the "Highway District") of the former Plat Township roads which are now the responsibility of the Village; and

WHEREAS, it is in the best interest of the Village of Campton Hills and its citizens that the Intergovernmental Agreement with the Highway District, as previously extended from time to time, be further extended:

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The Corporate Authorities find that the statements in the preamble to this Resolution are correct.

Section 2. The Intergovernmental Agreement with the Highway District that was adopted on August 27, 2008 and extended from time to time be further extended and remain in effect for the period ending April 30, 2017, subject to changes in charges pursuant to the Extension Agreement attached hereto as Exhibit 1 thereto, and subject to changes in the legal description of the Village to reflect disconnections and annexation from time to time.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval pursuant to law.

Passed this 21st day of April, 2015 by roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Laura B. Andersen	X _____	_____	_____	_____
Trustee Harry Blecker	_____	X _____	_____	_____
Trustee Susan George	X _____	_____	_____	_____
Trustee Jim Kopec	X _____	_____	_____	_____
Trustee Albert Lenkaitis	_____	_____	X _____	_____
Trustee Mike Millette	X _____	_____	_____	_____
President Patsy Smith	_____	_____	_____	_____

APPROVED THIS 22nd DAY OF APRIL, 2015.

Patsy Smith
Patsy Smith, Village President

(SEAL)

ATTEST:

John Strauss
John Strauss, Interim Village Clerk

EXHIBIT 1
EXTENSION AGREEMENT RELATIVE TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF CAMPTON HILLS AND THE
CAMPTON TOWNSHIP HIGHWAY DISTRICT, AS
PREVIOUSLY EXTENDED, RELATIVE TO
CERTAIN ROADS IN PLATO TOWNSHIP IN
THE VILLAGE OF CAMPTON HILLS

This Extension Agreement ("Extension Agreement") is made and entered into as of this 21st day of April, 2015 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, the Village and the District entered into an Intergovernmental Agreement relative to certain roads in Plato Township in the Village dated the 27th day of August, 2008, (the "2008 Agreement"), for a term expiring on April 30, 2009, which the parties, by agreement, have extended from time to time through April 30, 2013 and then again through April 30, 2015; and

WHEREAS, the 2008 Agreement provides that the parties may enter into extensions thereof:

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. The 2008 Agreement is hereby extended for a term expiring on April 30, 2017, pursuant to all of the terms, conditions and provisions of said 2008 Agreement except that the following modifications, set forth in paragraph A which immediately follows (being a portion of the modifications as set forth in the Extension Agreement between the parties dated November 17, 2009), are hereby made to said 2008 Agreement:

- A. Whenever there is a road condition which the District determines requires repair or maintenance which is not of an emergency nature, the District shall give the Village notice of such condition by telephone and thereafter by email or facsimile as set forth below. The Village shall respond to the communication within five (5) business days by advising the District as to whether or not to proceed with such repair or maintenance. If the Village fails to respond within said five (5) business days, the District may proceed with the repairs or maintenance unless the work is reasonably estimated by the District to cost in excess of Five Thousand Dollars (\$5,000.00), in which case the District shall not proceed with such repair or maintenance except upon approval of the Village.

If the District advises the Village that the District estimates that the work may exceed Five Thousand Dollars (\$5,000.00), and if the Village determines that the scope of the repair or maintenance is such as to require competitive bids pursuant to the Illinois Statute, and if the Village decides to proceed with the repairs or maintenance, the Village shall so advise the District and the Village shall cooperate with the District in implementing the bidding process.

If the Village advises the District that the Village does not desire to have the District provide such maintenance or repairs, or fails to respond if the District has estimated the cost to exceed Five Thousand Dollars (\$5,000.00), the District shall refrain from undertaking such maintenance or repairs but in the event that any claim thereafter is made against the District for injuries or damages resulting from the failure to maintain or repair said road when maintenance was requested by District, the Village shall assume all responsibility for the defense of such claim and hold the District harmless as to such claim.

The notice provided for by this paragraph shall be given as follows:

To the Village President:

By email at:

president@villageofcamptonhills.org

and, in addition, by facsimile to

630.584.5775

Cell numbers will be provided to District for emergency contact.

With a copy to:

Village Clerk of the Village of

Campton Hills By facsimile at

630.584.5775 or to the Clerk's email

In the event that the District determines that emergency repairs or maintenance are required (including, but not limited to removal of trees across a road), the District shall immediately proceed with such emergency repairs or maintenance as may be reasonably required and shall immediately give notice to the Village by calling the cell phone of the Village President or the President Pro-Tem if the Village President is unavailable; the District agrees to leave a message if no one answers. If the District does not speak to the Village President or President Pro Tem,

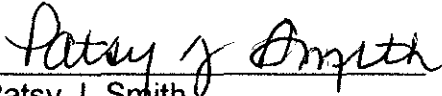
the District agrees to call the Police Department's non-emergency number (630-584-0330); if police personnel do not answer, the District shall leave a message on the voicemail. The District shall give written notice to the Village of such emergency maintenance or repairs within a reasonable period thereafter.

- 3 Exhibit "B" attached to the 2008 Agreement and thereafter amended, is hereby further amended as set forth in the amended Exhibit "B" attached hereto.
4. In the event of any conflict or inconsistency between the 2008 Agreement and this Extension Agreement, the terms of this Extension Agreement shall govern.

VILLAGE

Village of Campton Hills


By:


Patsy J. Smith
Its Village President

DISTRICT

Campton Township Highway District

By:


Sam Gallucci
Its Highway Commissioner

(SEAL)

ATTEST.

By:

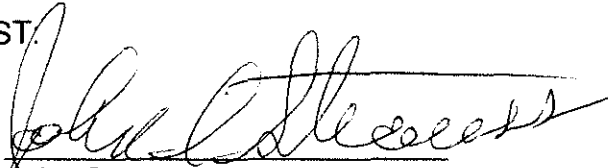

John Strauss
Interim Village Clerk

EXHIBIT 'B'
CAMPTON TOWNSHIP HIGHWAY DISTRICT
Fees charged to Village of Campton Hills – Plato Township Roads
5/01/15 through 4/30/17 (FY16 5/01/15-4/30/16; FY17 5/01/16-4/30/17)

SNOW PLOWING

\$157.00 per hour at normal work rate (A)
\$179.00 per hour at time and a half (overtime)
\$202.00 per hour at double time (holidays and Sundays)
Additional \$70.00 prep fee per snow incident
Additional \$50.00 per hour for Wing truck, if needed
Additional billing for salt and Geo-Melt billed at cost

(A) Consists of \$100 for regular plow truck; \$45 driver; \$12 diesel fuel subject to fuel surcharge if fuel exceeds \$5.00 per gallon)

**See Exhibit 'C' between Campton Township Highway District and Plato Township Highway District*

MOWING OF DITCHES

\$70.00 per hour per man (includes equipment cost of tractor and fuel)

TREE TRIMMING/ TREE REMOVAL/FALLEN TREE

(FY16) \$45.00 per hour per man
\$160.00 per hour (chipper, saw blades, chainsaws, and truck - includes fuel cost)

COLD PATCH OF POT HOLES

(FY16) \$45.00 per hour per man
Total of \$120.00 for transportation flat trip fee for 1-ton truck (includes fuel and trailer if needed)
Additional cost of materials will be added This also includes the use of the 'patch buggy' for pot holes

SIGNS

(FY16) \$45.00 per hour per man
Total of \$50.00 for transportation flat trip fee for F250 pickup truck (includes fuel)
Additional cost of sign and post

PICK UP & DISPOSAL OF DEAD ANIMALS

(FY15) \$56.00 per incident

SPECIAL PROJECTS

Time and material to be determined per project

Road Monitor and Safety Assessment

Weekly review of all stop signs regulating traffic, yield signs, posted signs, intersections and overall condition of the roads will be performed on a weekly basis by the Campton Hills Police Department. The CHPD will regularly fax a copy of the weekly road sign check to the Highway District.

Equipment Price per hour (Billed in half-hour increments)

Back Hoe	\$100.00	Dura-Patcher Machine	\$65.00
Grader	\$100.00	Plus cost of man-hours to operate	\$48.00
Loader	\$100.00	Plus actual cost of materials	
Roller	\$ 50.00		
Stump Grinder	\$ 40.00		
Skid Steer & Grinder	\$ 75.00		
6-Wheeler	\$ 75.00		

**FY15 prices will be increased by mutual agreement if healthcare costs increase more than 3%.*

There shall be a 1½ % Late Payment Fee for invoices over 30 days from date of original invoice.