

**A RESOLUTION APPROVING  
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**

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 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, and to issue driveway access permits on behalf of the Township in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached.

**Section 2**

The Village President and Village Clerk are hereby authorized to execute EXHIBIT A on behalf of the Village.

**Section 3**

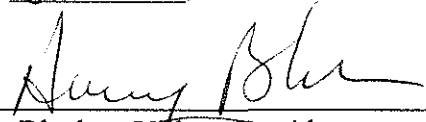
This resolution shall take full force and effect upon its passage and approval as provided by law.

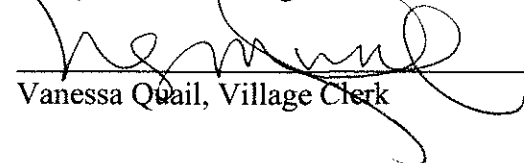
Passed this 6<sup>th</sup> day of June, 2017 pursuant to a roll call vote as follows:

	<b>AYES</b>	<b>NAYES</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Trustee Laura B. Andersen	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Trustee Susan P. George	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Trustee Nick Girka	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Trustee Mike Millette	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Trustee Michael O'Dwyer	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Trustee Michael Tyrrell	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
President Harry Blecker	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

**APPROVED** this 6<sup>th</sup> day of June, 2017

(SEAL)

  
\_\_\_\_\_  
Harry Blecker, Village President

ATTEST:   
\_\_\_\_\_  
Vanessa Quail, Village Clerk

**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**

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This Agreement ("Agreement") is made this 6<sup>th</sup> day of June, 2017, 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 exercise jurisdiction 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 and regulate the roads within the Village; and

WHEREAS, the Village intends, by means of this Agreement, to enlist the aid of the District in maintaining and regulating said roads. By means of this Agreement the Village intends that the District shall maintain and regulate the roads now within the Village in those applicable portions of both Plato and Campton Township and the District is willing to maintain and regulate 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 agrees to work with the Village to submit the Motor Fuel Tax forms necessary to receive 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.

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 JURISDICTION. The Village hereby designates and grants all jurisdiction and 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 the District would have been able to exercise had the Municipal Street System remained the District's Highway System, 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 standards 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: Attorney Julie A. Tappendorf  
Ancel, Glink, Diamond, Bush,  
DiCianni & Krafthefer, P.C.  
140 South Dearborn Street, 6th Floor  
Chicago, IL 60603

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

With a copy to: Attorney Robert J. Britz  
Ottosen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd.  
303 N. Main Street  
Elburn, Il 60119

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.

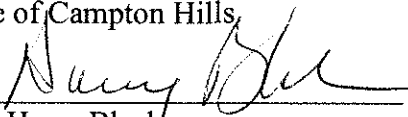
(i) The parties hereto may, at law or in equity, by sole, action, mandamus or other proceeding, enforce or compel the performance of this Agreement with the prevailing party being entitled to all costs and expenses. No action taken by either party hereto pursuant to the provisions of this section or 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  
Village of Campton Hills,

By:

  
Harry Blecker  
Village President

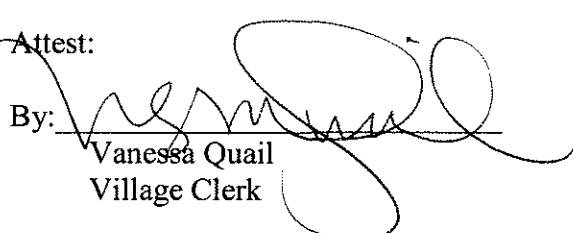
District  
Campton Hills Township Road District

By:

  
Sam Gallucci  
Its Highway Commissioner

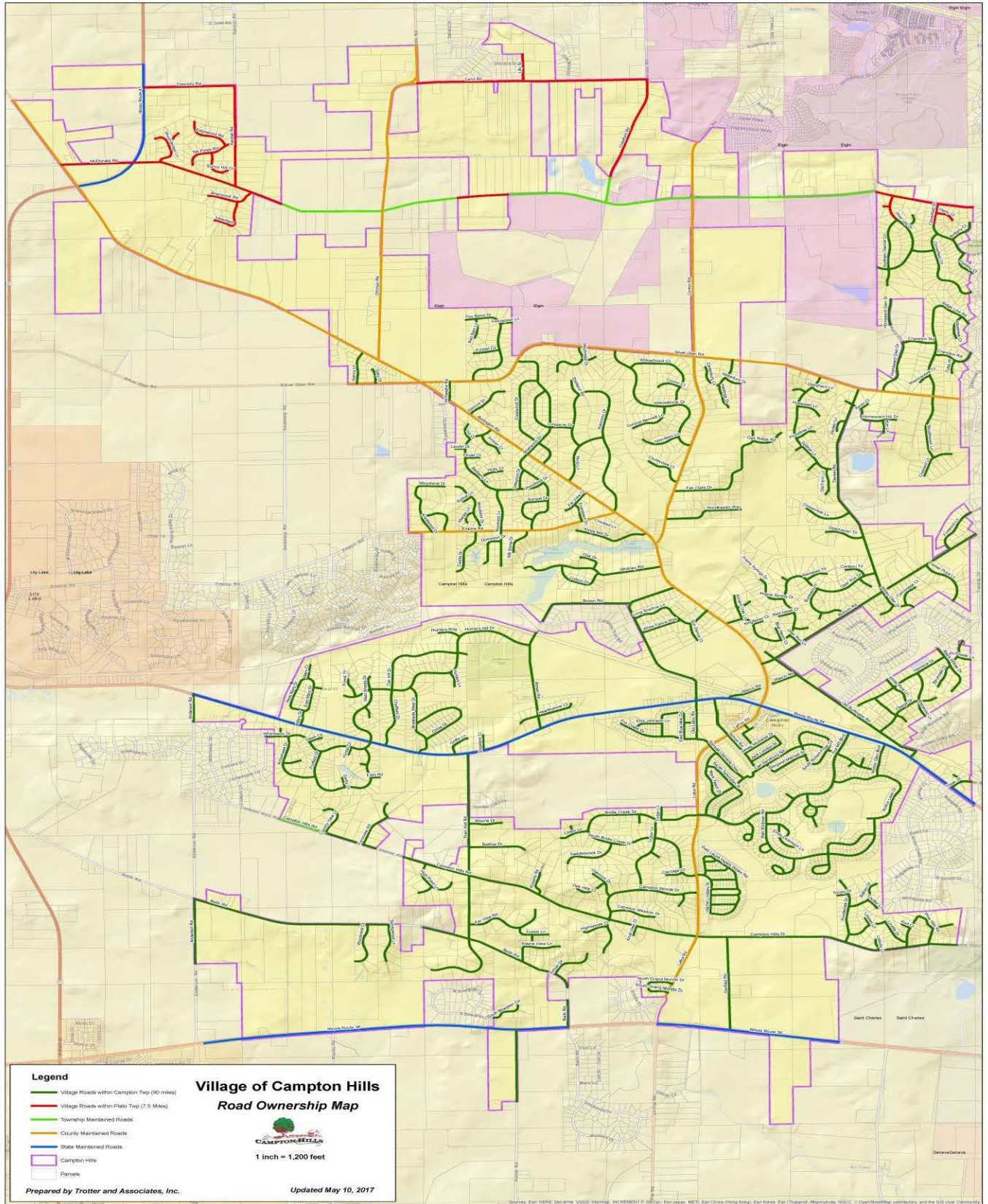
Attest:

By:

  
Vanessa Quail  
Village Clerk



**EXHIBIT A**  
Map of the Municipal Street System





## EXHIBIT B

### GENERAL MAINTENANCE SERVICES

1. Winter maintenance and repair which includes:
  - a. complete snow and ice control;
  - b. restore damage shoulders in the spring; and
  - c. restore damaged mailboxes.
2. Signs services for all required signs on right of way.
3. Road maintenance services which includes:
  - a. pothole patching and shoulder repair; and
  - b. crack sealing.
4. Brush and mowing service which includes:
  - a. emergency removal of trees and branches from roadways and site removal;
  - b. trimming of trees and branches along right of way;
  - c. brush pickup of material along right of way; and
  - d. mowing of roads along right of way.
5. Animal carcass removal from road right of way.
6. Culvert & catch basin which includes;
  - a. cleaning of culverts
  - b. replace failing culverts; and
  - c. ditching, reshaping and cleaning of road swales in right of way.
7. Inspection of new construction of roads.
8. Road resurfacing as required and as performed by the District in the usual course of business and as funds are available.

**EXHIBIT 'C'**  
**CAMPTON TOWNSHIP**  
**HIGHWAY DISTRICT**  
Fees charged to Village of Campton Hills - Plato  
Township Roads 5/01/17 through 4/30/18 (See:

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 \$100.00 for regular plow truck; \$45.00 driver; \$12.00 diesel fuel subject to fuel surcharge if fuel exceeds \$5.00 per gallon)

MOWING OF DITCHES

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

TREE TRIMMING/TREE REMOVAL/FALLEN TREE

(FY18) \$45.00 per hour per man  
 \$160.00 per hour (chipper, saw blades, chainsaws, and truck - includes fuel cost)

COLD PATCH OF POT HOLES

(FY18) \$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

(FY18) \$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

(FY18) \$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		
Roller	\$ 50.00		
Stump Grinder	\$40.00		
Skid Steer & Grinder	\$75.00		
6-Wheeler	\$75.00		

**There shall be a 1 ½ % late payment fee for invoices over 30 days from date of original invoice.**

# Exhibit D

## INTERRGOVERNMENTAL AGREEMENT BETWEEN CAMPTON TOWNSHIP HIGHWAYAY DISTRICT AND PLATO TOWNSHIP HIGHWAY DISTRICT RELATIVE TO SNOW PLOWING AND ICE CONTROL OF ROADS WITHIN PLATO TOWNSHIP

This Agreement is made this 1ST day of MAY 2017, by and between the Campton Township Highway District and the Plato Township Highway District.

The Village of Campton Hills has entered into an Intergovernmental Agreement to have Campton Township Highway District maintain roads within their jurisdiction located in Plato Township. In turn, Compton Township Highway District cooperates with the Plato Township Highway District to divide up the responsibilities in the most efficient method to provide snow removal and ice control.

Snow removal and ice control will be provided on the following road by the Campton Township Highway District:

- 1) McDonald Rd from Burlington Rd west 1.2 miles

Snow removal and ice control will be provided by the Plato Township Highway District on the following road in exchange for the snow removal and ice control by the Campton Township Highway District for McDonald Rd. from Burlington Rd. west 1.2 miles:

- 1) Lenz Road from Dittman to Crawford

The following +/- 1 mile of road maintained by the Plato Township Highway District for snow removal and ice control in exchange for approximately 2 semi-loads (44-46 Tons) of salt provided by the Campton Township Highway District:

- 1) Crawford Road from Lenz Road south to Elgin's boundary,

The Highway Districts will be responsible for insurance coverage or Risk Management Coverage for their respective liabilities as set forth in the Illinois Statutes and include each other as an additional party insured. The Plato Township Highway District will also include the Village of Campton Hills as an additional party insured. The proof of coverage shall be attached as Exhibit A to this agreement.

The Campton Township Highway District shall defend, indemnify and hold harmless the Plato Township Highway Commissioner and employees resulting solely from the negligence, malfeasance, misfeasance of the District or its employees in the performance or non-performance of any act pursuant to this agreement; or from any claim by an employee, agent or subcontract of the District. Likewise, the Plato Township Highway District shall defend, indemnify and hold harmless the Campton Township Highway Commissioner and employees resulting solely from the negligence, malfeasance, misfeasance of the District or its employees in the performance or non - performance of any act pursuant to this agreement; or from any claim by an employee, agent or subcontract of the District.

If the jurisdiction changes during this agreement because parcels within Plato Township are disconnected from the Village of Campton Hills the Campton Township Highway District shall receive credit (i.e. less salt towards snow and ice control) for that portion of the road that are no longer within the Village since the Village of Campton Hills will no longer have any responsibility for payment to the Campton Township Highway District for snow removal services.

This agreement shall remain in full force and effect from the date above written  
Through April 30 2019.

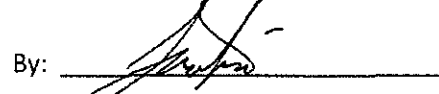
Agreement signed on 06.02.2017

District Highway Commissioner  
Campton Township Highway District

By:   
Sam Gallucci  
Campton Township Highway Commissioner


Agreement signed on 6-2-17

District Highway Commissioner  
Plato Township Highway District

By:   
Larry Trainor  
Plato Township Highway Commissioner

Agreement signed on 6-2-17

Town Clerk  
Plato Township Highway District

By:   
Beth Gehrke  
Plato Town Clerk