

VILLAGE OF CAMPTON HILLS
RESOLUTION APPROVING AND AUTHORIZING
EXECUTION THEREOF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF CAMPTON HILLS AND CAMPTON TOWNSHIP HIGHWAY DISTRICT

WHEREAS, upon the incorporation of Village of Campton Hills, the Village assumed jurisdiction over those township roads which lie within the boundaries of the Village; and

WHEREAS, the Village and the Campton Township Highway District have negotiated an Intergovernmental Agreement providing for the future maintenance by the Campton Township Highway District of the former Campton 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 which attached hereto as Exhibit A and a part hereof be approved and executed:

NOW THEREFORE, BE IT RESOLVED By the President and Board of Trustees of the Village of Campton Hills, Kane County, Illinois that:

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

Section 2. The Intergovernmental Agreement which is attached to this Resolution as Exhibit A is hereby approved in substantially the form so attached and the President and Village Clerk are authorized to execute said document, subject to such non-substantive changes as may be approved by the Village Attorney and Village President.

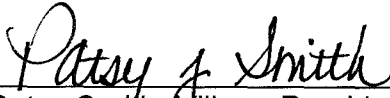
Section 3. This Resolution shall be in full force and effect from and after its passage and approval pursuant to law.

Agenda Item XV, 8/21/07

Passed this 21st day of August, 2007 by roll call vote as follows:

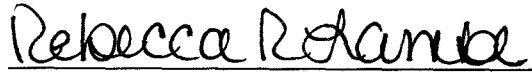
	AYES	NAYS	ABSENT	ABSTAIN
Trustee Bernard Bertsche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Charles Cappell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Jim Kopec	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Albert Lenkaitis, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Mike Millette	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trustee Roy Pollack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President Patsy Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED THIS 21st DAY OF AUGUST, 2007



Patsy Smith, Village President

(SEAL)

ATTEST: 

Rebecca Lambe, Village Clerk

Agenda Item XV As Amended (8/21/07)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF CAMPTON HILLS AND
THE CAMPTON TOWNSHIP HIGHWAY DISTRICT
RELATIVE TO CAMPTON TOWNSHIP VILLAGE**

This Agreement ("Agreement") is made this 21st day of August, 2007, 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, having corporate limits as described in Exhibit "A"; 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"); 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, 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 at this time and further, the Village does not desire to do so; further, 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 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 and any improvements to the infrastructure constructed thereon (by either the Village or the District) pursuant to Section 2.C. below, 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. Examples of the maintenance to be performed by the District are shown on the attached Exhibit "A".

B. FUNDS. In the event that the Village receives tax funds and other revenues, including, but not limited to, Motor Fuel Tax cap 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. 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. Motor Fuel Tax Funds received by the Village attributable to that portion of the Village population located other than in Campton Township shall be retained by the Village except as may be provided by separate Agreement between the Village and the Townships. The parties acknowledge the District contracted road resurfacing projects (i.e. Beith Road Project) to be paid by anticipated Motor Fuel tax receipts through August 2007.

C. INFRASTRUCTURE. Exclusive of the maintenance responsibilities described above in Section 2, the Village shall assume at its sole cost and expense and without any financial contribution from the District, the responsibility for constructing any new improvements to the Village's Municipal Street System which (i) did not previously exist as improvements within the District's Highway System; and (ii) for which the District had not budgeted, appropriated, allocated nor otherwise set aside funds to construct within its 2007 fiscal year. Provided, however, the District shall be responsible for constructing those improvements to the Municipal Street System for which it had budgeted, allocated, appropriated or otherwise set aside funds to construct said improvements within its 2007 fiscal year as part of its District Highway System.

D. CULVERT/ACCESS PERMITS. The parties recognize that the District, from time to time, establishes (by ordinance) fee structures for issuance of culvert/access permits to permit access by residences and businesses to District roads. The Village agrees that within Sixty (60) days of the date this Agreement is executed by both parties (unless previously adopted by the Village), it shall adopt an ordinance establishing fees for culvert/access permits for roads

within the Village equal to or greater than the fees currently established by the District and that in the event that during the term of this Agreement the District adjusts the said fees, the Village shall, within sixty (60) days of any such adjustment, set its fees equal to or greater than the fees as adjusted by the District.

The District shall continue to issue such permits for access to roads within the Village and shall collect and retain the fees for same as established by the Village, provided, however, if the fees established by the Village are higher than the fees established by the District for roads within the District, the District shall, on a quarterly basis, pay to the Village the amount of collected fees that exceed the amount of the fees that would have been collected at the rate established by the District.

In consideration thereof, the District shall continue to maintain and repair the culverts located within the Village in the same manner as it maintains and repairs culverts located within the District.

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 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 provide the Village with reasonable advance written notice of 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.

4. PLATO 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 were not included within the District Highway System prior to the incorporation of the Village. The District shall not be required to and, in fact, will not engage in any maintenance activity on said roads until such time as the District and the Village agree, by separate agreement, that the District will commence such maintenance activity.

5. TAXES. The parties hereto acknowledge that at the present time the Township Highway District expects to and will collect and be paid real estate taxes (from its earlier 2006 levy) in 2007 for the calendar year 2006, and it shall receive and be paid by the Kane County Treasurer the entire amount it levied. They further agree that in 2008, the Village will be entitled to receive 50% of the real estate taxes levied for properties located within its municipal boundaries. Consequently, and in order that the District will be able to discharge the duties it undertakes by virtue of this Agreement, Village shall pay over to District the entire amount of

the real estate tax monies it collects for those properties located within the Village boundaries in Campton Township (and not in Plato Township).

6. **HIGHWAY COMMISSIONER COMPENSATION.** The Village acknowledges that the Highway Commissioner's salary is established by the Campton Township Board of Trustees (not the Highway District) and that the salary is fixed for the duration of the term of office for each elected term. The Village agrees that when the said salary is next set by the Township (in October, 2008 to take effect April 1, 2009), the Village will use good faith to agree with the Township on a fair salary amount for the Commissioner and thereupon offer to agree with the Township that the said salary will be negotiated under a separate Intergovernmental Agreement with the Township Board.

7. **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 the execution of this Agreement, the District's performance or failure to perform any provisions of this Agreement, or the termination of this Agreement in accordance with its terms, with the exception of any liability, losses, costs, damage or expense, or injury to person or property arising out of or resulting solely from (1) the negligence, malfeasance or misfeasance of the District, or its officers, agents and 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 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 solely 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.

8. **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, 2017. 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 9 B below. In the event that the Village, not later than January 1, 2017, 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 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.

9. 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
40W115 Campton Crossings Dr
Campton Hills, IL 60175

With a copy to: Attorney J. William Braithwaite
Arnstein & Lehr LLP
2800 W. Higgins Road Suite 425
Hoffman Estates, IL 60169

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

With a copy to: Attorney John S. Noble
201 Houston St., Suite 300A
Batavia, IL. 60510

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.

Village
Village of Campton Hills

District
Campton Hills Township Road District

By: Patsy J. Smith
Patsy Smith
Village President

By: _____
Sam Gallucci
Its Highway Commissioner

Attest:

By: Rebecca Lambe
Rebecca Lambe
Village Clerk

EXHIBIT "A"
GENERAL MAINTENANCE SERVICES

1. Winter maintenance and repair which includes:
 - a. complete snow and ice control;
 - b. restore damaged shoulders in the spring; and
 - c. restore damaged mailboxes
2. Sign 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 Services which includes:
 - a. emergency removal of trees and branches from roadways and site removal;
 - b. trimming of trees and branches along rights 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 and issue of culvert permits.
8. Road resurfacing as required and as performed by the District in the usual course of business and as funds are available.