

**VILLAGE OF CAMPTON HILLS
RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF CAMPTON HILLS AND THE COUNTY OF KANE
REGARDING IMPROVEMENTS IN PORTIONS OF
EVENING PRAIRIE SUBDIVISION DRAINAGE AND ADJACENT AREAS**

WHEREAS, severe drainage and flooding problems have existed for some time in portions of Evening Prairie Subdivision, Verhaeghe Subdivision, and adjacent areas; and

WHEREAS, the County of Kane has agreed to continue its efforts to solve said problems and contribute resources to a solution; and

WHEREAS, it is in the best interests 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 in substantially the form presented and be executed in substantially the form attached:

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.

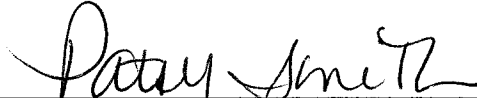
Section 2. The Intergovernmental Agreement which is attached to this Resolution as Exhibit A is hereby approved in substantially the form so attached and the President and Village Clerk are authorized to execute said document, subject to such non-substantive changes as may be approved by the Village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

Passed this 6th day of May 2008 by roll call vote as follows:


	AYES	NAYS	ABSENT	ABSTAIN
Trustee Bernard Bertsche	✓	_____	_____	_____
Trustee Charles Cappell	✓	_____	_____	_____
Trustee Jim Kopec	✓	_____	_____	_____
Trustee Albert Lenkaitis, Jr.	✓	_____	_____	_____
Trustee Mike Millette	✓	_____	_____	_____
Trustee Roy Pollack	✓	_____	_____	_____
President Patsy Smith	_____	_____	_____	_____

APPROVED THIS 6th DAY OF MAY 2008



Patsy Smith, Village President

(SEAL)

ATTEST: 

Rebecca Lambe, Village Clerk

EXHIBIT A
AN INTERGOVERNMENTAL AGREEMENT
FOR THE FUNDING AND CONSTRUCTION OF
DRAINAGE IMPROVEMENTS WITHIN THE EVENING PRAIRIE
SUBDIVISION IN THE VILLAGE OF CAMPTON HILLS

THIS AGREEMENT is entered into as of May 6, 2008, by and between the **COUNTY OF KANE**, a body corporate and politic and a unit of local government of the State of Illinois (the "**County**"), 719 Batavia Avenue, Geneva, Illinois 60134, and the **VILLAGE OF CAMPTON HILLS**, an Illinois municipal corporation and a unit of local government of the State of Illinois (the "**Village**"), 40W115 Campton Crossings Drive, Campton Hills, IL 60175.

This agreement is based upon the following recitals:

- (a) The Illinois Constitution of 1970, Article VII, & 10 and 5 ILCS 220/1 et seq. Authorizes units of local government to contract and otherwise associates among themselves to obtain and share services.
- (b) The Village of Campton Hills passed Resolution No. R-07-39 "Authorizing Kane County to Provide Services Relative to Stormwater Management in the Village of Campton Hills" on September 18, 2007. This resolution authorizes "appropriate departments and personnel of the County of Kane to perform stormwater management services, including but not limited to assistance with drainage, flooding and other issues, within the limits of the Village of Campton Hills." This is interpreted as authorization for County staff to perform field investigations and conduct meetings with residents on behalf of the Village.
- (c) The County operates a Cost-Share Drainage Improvement program under which necessary stormwater and drainage improvements may be made with the assistance of the County under an arrangement where the County shares the costs of construction with the local property owners, an incorporated municipality and /or other local agency.
- (d) There are numerous subdivisions and developments which were developed under the regulations and ordinances of unincorporated Kane County and are now located within the Village. Many of these areas were developed before the advent of modern stormwater planning and therefore lack necessary stormwater improvements as a consequence of which the residents suffer serious and continuing damages from flooding during periods of rainfall.
- (e) The County and the Village wish to proceed with the construction of drainage improvements located within the Evening Prairie Subdivision located at the northwest corner of the intersection of Burlington and Silver Glen Roads in Campton Township. This project will be developed under the County's Cost-Share Drainage Improvement Program as the project, when completed, will give substantial and permanent benefit to the health, safety and welfare of the public in general, and it is the purpose of the parties in entering into this agreement to set forth in definitive form all of the terms and provisions applicable to such an agreement.

**AN INTERGOVERNMENTAL AGREEMENT
FOR THE FUNDING AND CONSTRUCTION OF
DRAINAGE IMPROVEMENTS WITHIN THE EVENING PRAIRIE
SUBDIVISION IN THE VILLAGE OF CAMPTON HILLS**

Page 2 of 5

- (f) The Kane County Water Resources Division has been working toward implementing solutions for drainage issues within the Evening Prairie subdivision over a period of time to just prior to the incorporation of the Village. In order to maintain continuity and provide assistance to the citizens of Kane County located within the Village, it is desirable for the Water Resources Division to continue their work through completion of this project.

§ 1. Recitals

All of the recitals set forth above are hereby incorporated into this agreement.

§ 2. Construction of the project

The parties shall jointly construct the projects under the County's Cost-Share Drainage Improvement Program under the terms and upon the conditions set forth in this agreement.

§ 3. Engineering

The County, acting through the Director of Water Resources, shall act as the agent for the project. The County shall coordinate the services of feasibility, field investigation, wetland delineation, surveying, permitting, preliminary engineering, final engineering and estimates of the probable construction costs as required for each of the projects. Upon completion of such services and estimate of probable cost, the County shall procure bids for the various parts of the work as needed. The County shall also coordinate the construction engineering services for the projects including construction staking, construction observation, certification of the percentage of completion, review of all requests for payment, approval of payment and preparation of record drawings, as needed.

§ 4. Sharing of costs

The County shall pay for all costs necessary to complete the feasibility, preliminary, final and construction engineering work.

The Village shall, if voluntary funding is not forthcoming from the residents in the subdivision, establish an SSA or spread a Special Assessment, and incur all costs to establish, defend, and collect funds from either method of funding, to fund their share of the constructed improvements.

The costs associated with the actual constructed improvements shall be shared on an equal basis, each party paying up to fifty percent (50%) thereof (see the attached Exhibit "A" for the Evening Prairie Drainage Improvement Project Budget, Cost Allocation between Kane County and The Village of Campton Hills). The Director of Water Resources shall certify

**AN INTERGOVERNMENTAL AGREEMENT
FOR THE FUNDING AND CONSTRUCTION OF
DRAINAGE IMPROVEMENTS WITHIN THE EVENING PRAIRIE
SUBDIVISION IN THE VILLAGE OF CAMPTON HILLS**

Page 3 of 5

to each of the parties such party's respective share of each disbursement approved for payment during the course of the construction of the project and the persons to whom payment should be made. Within 30 days of such certification, the County shall make payment from the County or escrow fund established for the construction of the improvements.

§ 5. Maintenance Responsibility

In order to ensure that all improvements constructed as part of the Evening Prairie Drainage Improvement Project are properly and continually maintained, the Village shall maintain a Special Service Area (or SSA) to ensure that all necessary future funding is available for maintenance of the improvements.

§ 6. Deposit of Village's share of construction costs

In order that the County might be assured of the Village's ability to fund its share of the estimated costs of the project, the Village shall, prior to the commencement of construction, deposit into a fund held by the County (or an escrow) an amount of not less than fifty percent (50%) of the construction cost according to the final engineer's cost opinion of probable cost. The Village may make such deposit under such investment instructions to the escrow, as the Village shall deem desirable. It is understood that if actual construction costs exceed the engineer's opinion of probable costs, then each party shall make up the difference in equal shares of the increased cost.

§ 7. Appropriation

This agreement and the obligations of the parties hereunder are subject to and conditioned upon the prior appropriation of the necessary funds by the County and the Village. Moreover, an appropriation of the funds necessary for the construction of any one phase of the project shall not be construed as imposing any obligation upon either of the parties to appropriate the funds necessary for the construction of any other phase.

§ 8. Construction escrow

If desired by both parties, a construction escrow shall be established by the parties with Chicago Title Insurance Company according to the usual form of construction escrow agreement then in use by the title company with such additional terms and provisions as may be necessary or desired in order to conform to this agreement. Upon creation of the escrow, all payments by the parties under this agreement shall be deposited into the escrow subject to review and recommendation of the Director of Water Resources for requests for

**AN INTERGOVERNMENTAL AGREEMENT
FOR THE FUNDING AND CONSTRUCTION OF
DRAINAGE IMPROVEMENTS WITHIN THE EVENING PRAIRIE
SUBDIVISION IN THE VILLAGE OF CAMPTON HILLS**

Page 4 of 5

payment and all disbursements in payment of the work during the course of the construction of the project shall be made from the escrow.

§ 9. Miscellaneous

- (a) This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (b) No oral modification, amendment or change shall be allowed to this agreement. Any modification, amendment or change hereto shall be in writing and signed by the parties hereto.
- (c) The failure of any of the parties, at any time, to insist upon the performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be construed as a waiver of any right to enforce any such term, covenant, agreement or condition in the future.
- (d) This agreement may be executed in any number of counterparts, and each counterpart will, for all purposes, be deemed an original instrument, but all counterparts together will constitute but one and the same agreement.
- (e) Anything in this Agreement to the contrary notwithstanding, in the event that
 - i) voluntary funding is not forthcoming from the residents in the subdivision, as referred to in Section 4 of this agreement; and
 - ii) an SSA cannot be implemented by reason of a majority of the owners and electors in the subdivision executing a valid petition which prevents the SSA from being implemented; and
 - iii) the spread of costs in the Special Assessment proceedings referred to in Section 4 of this Agreement results in the allocation of costs to the Village which the Village deems to be unacceptable, the Village may provide notice of such an unacceptability to the County and thereby terminate the project and this Agreement.

§ 10. Effective Date

This agreement shall become effective and legally binding at such time as an ordinance or resolution authorizing its execution has been passed and approved by both the County and the Village. A certified copy of such an ordinance or resolution shall be filed by each party with the office of the Clerk of the other party within thirty (30) days of its passage and approval.

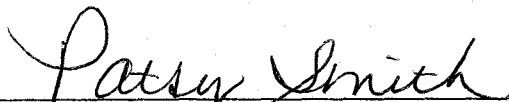
**AN INTERGOVERNMENTAL AGREEMENT
FOR THE FUNDING AND CONSTRUCTION OF
DRAINAGE IMPROVEMENTS WITHIN THE EVENING PRAIRIE
SUBDIVISION IN THE VILLAGE OF CAMPTON HILLS**

Page 5 of 5

§ 11. Termination Date

This agreement shall terminate upon completion of the improvements associated with this project listed in the recitals above. Upon completion of the improvements, the responsibility for maintenance shall transfer to the authority of the Village.

VILLAGE OF CAMPTON HILLS



Village President



Attest: Village Clerk

COUNTY OF KANE

Chairman of the County Board

Attest: County Clerk

Exhibit "A"

**Evening Prairie Drainage Improvement Project
Budget Cost Allocation between Kane County and
The Village of Campton Hills**

Kane County (Cost-Share Budget)

Engineering Design, Construction Engineering, Easements (Construction and Permanent)	\$ 20,000
Construction	<u>\$ 43,250</u>
Sub-Total	\$ 63,250

Kane County (Fee-in-Lieu of Detention)

Construction	<u>\$ 43,250</u>
Sub-Total	\$ 43,250

Village of Campton Hills (Road Fund)

Construction (Roadway Crossings)	<u>\$ 10,000</u>
Sub-Total	\$ 10,000

County & Village Total \$ 116,500 50%

Village of Campton Hills (Special Service Area)

Engineering Design, Construction Engineering, Easements (Construction and Permanent)	\$ 20,000
Legal SSA	\$ 10,000
Construction	<u>\$ 86,500</u>
Sub-Total	<u>\$ 116,500</u> <u>50%</u>

Total Project Cost \$ 233,000 100.00%

Drainage District

Lot 1, 2, 3, 4, 5, 6 and 7, Verhaeghe Second Addition, Campton Township, Kane County, Illinois, and also; Lot 8 and 9, Verhaeghe Third Addition, Campton Township, Kane County, Illinois, and also; Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Evening Prairie Subdivision, Unit No. 1, Campton Township, Kane County, Illinois, and also; Lot 17, 18, 19, 20, 21, 22, and 23, Evening Prairie Subdivision, Unit No. 2, Campton Township, Kane County, Illinois, and also; Lot 1, 2, 3, 4, 5 and 6, Evening Prairie Subdivision, Unit No. 3, Campton Township, Kane County, Illinois, and also that part of the Southeast Quarter of Section 4, Township 40 North, Range 7 East of the Third Principal Meridian bounded and described as lying southerly of the southerly line of Evening Prairie Subdivision, Unit No. 3, Campton Township, Kane County, Illinois and westerly of the westerly line of Evening Prairie Subdivision, Unit No. 1, Campton Township, Kane County, Illinois and northerly of the northerly line of Silver Glenn Road in Campton Township, Kane County, Illinois, and also that part of the East Half of the Southeast Quarter of Section 4, Township 40 North, Range 7 East of the Third Principal Meridian bounded and described as lying southwesterly of the southwesterly line of Burlington Road and northerly of the northerly line of Silver Glenn Road and easterly of the easterly line of Verhaeghe Second Addition all in Campton Township, Kane County, Illinois, and also that part of the Southeast Quarter of Section 4, Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Beginning at the intersection of the northeasterly line of Burlington Road and the West line of said Quarter; thence northerly along said West line 810.65 feet to the northwest corner of said Quarter; thence easterly along the North line of said Quarter 1094.80 feet to a line parallel with and 370.0 feet (as measured along said North line) westerly of the center line of Dittman Road; thence southerly along said parallel line 242.0 feet more or less to the northwest corner of a tract of land conveyed to Linda K. Schramm by Document 2000K000353; thence easterly along a northerly line of said tract 75.64 feet to an angle point therein; thence northeasterly along a northwesterly line of said tract 65.01 feet to an angle point therein; thence easterly along a northerly line of said tract 217.0 feet to the westerly line of Dittman Road; thence southerly along said westerly line 1549.22 feet to the northeasterly line of said Silver Glen Road; thence northwesterly along said northeasterly line 1664.44 feet to the point of beginning in Campton Township, Kane County, Illinois.

