

Resolution No. R-12-05

VILLAGE OF CAMPTON HILLS
RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF CERTAIN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF CAMPTON HILLS
AND KANE COUNTY

WHEREAS, the Village of Campton Hills (the "Village") and Kane County, (the "County") have agreed that it is appropriate that the Village not issue development permits unless the permit applicant has paid the County the required Transportation Impact Fee established by the County:

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

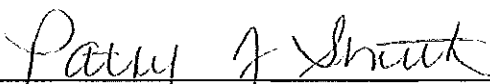
Section 1. The Intergovernmental Agreement, which is attached to this Resolution as Exhibit A and a part hereof, is hereby approved in substantially the form attached and the President and Village Clerk are authorized to execute said document, subject to such non-substantive changes as may be approved by the Village President and Village Attorney.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval pursuant to law.

Passed this 7th day of February, 2012 by roll call vote:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Laura B. Andersen	X			
Trustee Susan P. George	X			
Trustee James W. Kopec	X			
Trustee Albert Lenkaitis, Jr.	X			
Trustee Mike Millette	X			
Trustee John Strauss	X			
President Patsy J. Smith				

APPROVED THIS 7th DAY OF FEBRUARY, 2012


Patsy J. Smith, Village President

(SEAL)
ATTEST:


Carolyn Higgins, Village Clerk

INTERGOVERNMENTAL AGREEMENT

BETWEEN KANE COUNTY AND

THE VILLAGE OF CAMPTON HILLS

THIS AGREEMENT entered into this 7th day of February 2012, by and between Kane County, Illinois (hereinafter referred to as "County") and the Village of Campton Hills, Illinois, (hereinafter referred to as "Municipality").

WHEREAS, the County has adopted the Kane County Road Improvement Impact Fee Ordinance, Ordinance No. 07-232, (hereinafter referred to as "Ordinance"); and

WHEREAS, it is in the best interest of the County and the Municipality to ensure that adequate transportation facilities are provided throughout the County; and

WHEREAS, the County and the Municipality have determined that impact fees are an equitable and financially responsible approach to ensuring that adequate capital facilities will be available when needed to serve new growth and development; and

WHEREAS, the County is empowered under Illinois law (605 ILCS 5/5 – 901 et seq.) to adopt impact fees for transportation purposes; and

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 et, seq. authorizes the County and the Village to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the Illinois Highway Code 605 ILCS 5/1 – 102 contains an expression of legislative intent that the development of a highway transportation system be accomplished by intergovernmental cooperation; and

WHEREAS, the collection of transportation impact fees established by the County may be accomplished effectively and efficiently through the joint effort of the County and the Municipality.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. The parties agree that the preambles have been incorporated by reference into the text of this Agreement as if fully set forth herein, and that this Agreement is entered into pursuant to Illinois Statutes 5 ILCS 220/1 et seq., the Intergovernmental Cooperation Act, and pursuant to the constitutional and statutory powers of the County and the Municipality.
2. The County shall:
 - a. Impose the impact fees described in the Ordinance and collect the impact fees pertaining to new development within all areas of the County;

- b. Place all impact fees collected by the County in interest bearing accounts as specified by the Ordinance;
- c. Expend the impact fees only for the purposes and in the manner authorized by the Ordinance;
- d. Give to the impact fee payer a receipt for payment of impact fees collected by the County pursuant to the Ordinance, in a form substantially in accordance with Exhibit A, attached hereto and incorporated herein, said receipt to contain at a minimum the following:
 - 1) Name and mailing address of fee payer;
 - 2) The permanent index number or other identification number of the development for which the impact fee(s) was (were) paid;
 - 3) The date the impact fee(s) was (were) paid;
 - 4) The amount of each impact fee received by the County;
 - 5) The description of the development, including the number of dwelling units, if residential, and the number of square feet and type of use, if nonresidential, as well as any other relevant information;
 - 6) Such other identification number or information as is necessary to identify the land upon which the development for which the impact fee was paid is constructed or placed; and
 - 7) The official seal of Kane County, Illinois.
- e. Honor any Fee Agreement entered into between the owner of property and the County in accordance with the provisions of the Ordinance that provides for any other terms of payment. Any payments shall be clearly indicated on the receipt for payment of fees.
- f. Maintain and annually provide to the Municipality records of the impact fees collected from development within the Municipality.
- g. Designate the County officer who will be responsible for enforcing the County's obligations under this Agreement and inform the Municipality of such designation.
- h. The County shall indemnify and save harmless the Municipality, its officers and employees, from all claims, litigation and liability asserted against them or any of them, in consequence of a failure by the Municipality to issue, or its action in revoking building, occupancy or other permits as a result of the provisions of Paragraphs 3-a and 3-d.

The County shall undertake the defense of the Municipality, its officers and employees in any such litigation arising from the Municipality's compliance with the obligations pursuant to Paragraphs 3-a and 3-d, if the Municipality requests the County to do so, including payment of reasonable charges of attorneys' fees and reasonable costs and other reasonable expenses arising therefrom. In the event that the Municipality should wish to provide its own defense, the County shall pay the reasonable attorney's fees of the lawyer or lawyers selected by the

Municipality, as well as all reasonable costs and expenses arising therefrom, but in no event shall the hourly rates charged by such attorneys exceed those normally charged by the regular or consulting attorney for the Municipality for matters of litigation.

3. The Municipality shall:
 - a. Ensure that no building permit or occupancy permit will be authorized by the Municipality until the Municipality has received a copy of a receipt of payment of the County's impact fee from the developer.
 - b. Designate the municipal officer who will be responsible for enforcing the Municipality's obligations under this Agreement and inform the County Engineer of such designation.
 - c. Provide the County Supervisor of Assessments with notice of the issuance of building permits in accordance with 65 ILCS 5/11-39-1 within fifteen (15) days of the issuance of the permit.
 - d. Revoke, within its discretion, any building permit or occupancy permit issued after the adoption of this Agreement by the Municipality if it is determined that it was obtained by the developer without first paying the impact fee to the County in accordance with the terms of this Agreement. If the Municipality determines that it will not revoke a permit upon the written request of the County, it shall provide in writing the reason for its denial.
 - e. Pass an ordinance requiring developers to pay the impact fee prior to obtaining a building permit or occupancy permit.
4. This Agreement shall be considered freely revocable, subject to the following limitations:
 - a. The Agreement shall be terminated thirty (30) days from the receipt of written notice of termination by either party.
 - b. That the County shall have a continuing duty to the Municipality to indemnify, defend and hold harmless, as previously stated in this Agreement, so long as the Municipality, its officers or employees is a named party to the action, claim, or lawsuit incurred as a result therefrom, or incurred in the granting of this Agreement.
5. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contain herein. This Agreement supersedes all previous communications, representations or agreements, either verbal of written, between the parties relating to the collection of Kane County Road Improvement Impact Fees.
6. This Agreement shall remain in full force and effect for ten (10) years or until the Ordinance has been repealed or either party has terminated the Agreement. By the consent of both parties, this Agreement may be amended at any time in the same manner in which it was originally adopted.
7. If any provisions of this Agreement is determined invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provisions.

This Agreement shall be construed in accordance with the law and constitution of the State of Illinois and shall be enforceable by either party in accordance with applicable law.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed and have attached hereto a copy of the Ordinances authorizing the signing officials to execute this Agreement as Exhibits B and C.

COUNTY OF KANE, ILLINOIS

VILLAGE OF CAMPTON HILLS

By: _____
Kane County Board Chairman

By: Patly J. Smith
Village President

Date: _____

Date: 2/8/12

ATTEST:

ATTEST:

Carol Ann

County Clerk

Clerk of Village of Campton Hills

EXHIBIT "A"

KANE COUNTY
Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

Number _____

Transportation Impact Fee
RECEIPT

For Impact Fee Application No.: _____

DEVELOPER: _____

TELEPHONE: _____

DEVELOPMENT:

Lot(s): _____, _____, _____, in Block _____ in

In the _____ Quarter of Section _____ Township _____ in District _____

Tax Parcel Number: _____ - _____ - _____ - _____
_____ - _____ - _____ - _____
_____ - _____ - _____ - _____

Common Address: _____

COMPUTATION:

Land Use Category: _____ Type: _____

Fee Due: _____ units at \$ _____ / unit = \$ _____

METHOD OF PAYMENT (A, B, or C):

A. CASH/CHECK

(1) Amount: \$ _____

(2) Check No.: _____

Check Date: _____

B. FEE AGREEMENT NO.: _____

TOTAL IMPROVEMENT
CREDITS APPLIED _____

C. EXEMPT

REMARKS: _____

RECEIVED BY: _____

DATE: _____