

Resolution No. R-13-17

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

BE IT RESOLOVED 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 changes as may be approved by the Village President and Village Attorney, in negotiations with the County of Kane.

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

Passed this 3rd day of December, 2013 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 D. Millette	X	_____	_____	_____
Trustee Harry Blecker	X	_____	_____	_____
President Patsy J. Smith	_____	_____	_____	_____

APPROVED THIS 5th DAY OF DECEMBER, 2013

Patsy J. Smith
Patsy J. Smith, Village President

(SEAL)
ATTEST: Carolyn Higgins
Carolyn Higgins, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF KANE AND
THE VILLAGE OF CAMPTON HILLS**

This Agreement is entered into this 20th day of January AD, 2014, by and between the COUNTY OF KANE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY", and the VILLAGE OF CAMPTON HILLS; a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", the COUNTY and the VILLAGE are hereinafter collectively referred to as the "PARTIES" and each individually referred to as "PARTY".

WITNESSETH:

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, desires to improve Kane County Highway No. 2 (hereinafter "Burlington Road") at its intersection with Illinois State Route 47 (hereinafter the "Intersection") by designing and constructing a roundabout at the intersection thereof (hereinafter "Intersection"); and

WHEREAS, the VILLAGE, in conjunction with the COUNTY's improvement of the Intersection desires to landscape and maintain the plantable portion of the island at the center of the Intersection (hereinafter "roundabout island") that will be part of the Intersection (said landscape design, construction and maintenance is hereinafter referred to as the "Project") which includes all other work necessary to complete the Project in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE and the COUNTY desire that the Project be designed, constructed and maintained in conformance with the plans and specifications that are attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the PARTIES by this Agreement, desire to determine and establish their respective responsibilities toward engineering, construction, funding and maintenance of the Project as proposed; and

WHEREAS, the COUNTY by virtue of its powers as set forth in the County Code 55 ILCS 5/1-1001 is authorized to enter into this Agreement; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 is authorized to enter into this Agreement; and

WHEREAS, the PARTIES are authorized to enter into an intergovernmental agreement as authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. LANDSCAPE MAINTENANCE

- A.** The VILLAGE agrees, at its sole expense, to perform preliminary and final landscaping design, and prepare the final plans and specifications for the Project.
- B.** The COUNTY shall review the plans and specifications for the Project within thirty (30) calendar days of receipt thereof from the VILLAGE. After review, the COUNTY will send a letter to the VILLAGE indicating its approval, or its disapproval of the VILLAGE's landscape design and maintenance plan. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plan, including the location of the Project improvements which impact the Intersection. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plan and specifications for review and consideration by the VILLAGE.
- C.** Any dispute concerning the plans and specifications shall be resolved by the County Engineer of the COUNTY.
- D.** The final approved plans and specifications for the Project shall be promptly delivered to the COUNTY by the VILLAGE.
- E.** The VILLAGE agrees to assume overall Project responsibility, including assuring that all permits as may be required by the Project are secured by the PARTIES in support of the Project schedule and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for or as a part of the Project.

II. RIGHT OF WAY

- A.** The COUNTY is responsible for right of way acquisition for the construction of the Intersection and the approaches thereto.
- B.** No right of way acquisition will be required of either PARTY for the Project.
- C.** It is understood that the COUNTY has not consented in this Agreement to the transfer of any interest in property or right of way which is currently owned or under the jurisdiction or control of the COUNTY.

III. UTILITY RELOCATION

- A. The VILLAGE agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing right of way of the Intersection, (if any), which require adjustment as part of the Project. As part of its Project engineering responsibilities, the VILLAGE shall identify adjustments to the aforementioned existing utilities, if any.
- B. The VILLAGE agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of the Project.
- C. The COUNTY agrees to make arrangements for and issue all permits for the Project and cooperate with necessary adjustments to existing utilities located within existing COUNTY rights of way, and on proposed COUNTY rights of way where improvements to COUNTY highways are proposed by the COUNTY to be done in conjunction with the Project at no expense to the VILLAGE.
- D. At all locations where utilities are located on COUNTY or State of Illinois rights of way and must be adjusted due to work proposed by the VILLAGE, as part of the Project, the COUNTY agrees to cooperate with the VILLAGE in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the VILLAGE. The VILLAGE agrees to reimburse and/or credit the COUNTY for any and all out of pocket cost's the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.

IV. PROJECT CONSTRUCTION

- A. The State of Illinois (Illinois Department of Transportation) shall advertise and receive bids, obtain VILLAGE and COUNTY concurrence as to the amount of bids for work to be funded wholly or partially by either PARTY before award and award the contract(s). The COUNTY shall provide construction engineering inspections and cause the Project to be constructed in accordance with the Project plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed changes from the approved Project plans and specifications that affect COUNTY or Illinois Department of Transportation (IDOT) right of way shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY shall review the proposed changes and indicate its approval or disapproval thereof in writing. If the proposed change to the plans and specifications are not acceptable, the COUNTY shall detail in writing its specific objections. If the VILLAGE receives no written response from the COUNTY within thirty (30)

calendar days after delivery to the COUNTY of the proposed change, the proposed change shall be deemed approved by the COUNTY.

- C. The COUNTY and its authorized agents shall have all rights of inspection (including pre-final and final inspection) during the progress of work included in the Project that affects the COUNTY's of the State of Illinois highway systems. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the Project that affects the COUNTY's and the State of Illinois highway systems, and will deliver written notices to the VILLAGE advising the VILLAGE as to who has been assigned to perform said inspections. The VILLAGE, on its own behalf and on the behalf of any entity working on behalf of the VILLAGE pursuant to this Agreement, to the extent allowable by law, agrees to indemnify and hold harmless the COUNTY and its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, including attorneys' fees (including the internal costs related to the State's Attorney of Kane County) incurred by the COUNTY with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by the VILLAGE's or its employees', agents' or representatives' acts or omissions in the performance of the VILLAGE's obligations pursuant to this Agreement.
- D. Notices required to be delivered by the PARTIES pursuant to this Agreement shall be delivered as indicated in Section X of this Agreement.
- E. VILLAGE inspections and approvals of the Project shall not be considered a waiver of any right the COUNTY may have pursuant to this Agreement. All VILLAGE communications and correspondence with the COUNTY'S contractor(s) or relating to a contract shall be through the COUNTY, unless otherwise specifically approved by the Director of Transportation/County Engineer of the COUNTY. In the event a COUNTY or VILLAGE representative discovers VILLAGE related Project work that is not being performed or has not been performed in accordance with the approved plans and specifications, the representative shall promptly notify in writing the Director of Transportation/County Engineer of the COUNTY.

V. FINANCIAL

- A. The County shall pay for all Project costs subject to reimbursement by the VILLAGE as otherwise set forth herein. The VILLAGE shall reimburse the COUNTY for 50% of the final Project costs within 30 days of receipt from the COUNTY of an invoice therefor. However, the PARTIES acknowledge and agree that the VILLAGE's 50% share of the final Project costs shall in no event exceed fifteen thousand dollars (\$15,000.00) and the VILLAGE shall have no responsibility to reimburse the COUNTY for that part of the final cost of the Project in excess of \$15,000.00 regardless of the total final Project costs.

- B. It is acknowledged and agreed that “final Project costs” shall be the total final cost of construction engineering, construction materials and construction of the Project.
- C. The COUNTY shall maintain, for a minimum of three (3) years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor of the COUNTY and/or other State Auditors. The VILLAGE agrees to cooperate fully with any audit conducted by the COUNTY’s Auditor, the State of Illinois Inspector General, and/or other State Auditors and to provide full access to all relevant materials.
- D. Any of the PARTIES may request, after the construction contract(s) are let by the State of Illinois, that supplemental work that increases the total costs of the Project or more costly substitute work be added to the construction contract(s). The COUNTY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the Project. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.
- E. The VILLAGE agrees that it will pay all costs of any and all Project construction work performed upon the right of way of the COUNTY and State of Illinois which shall be made necessary by any construction, maintenance, repair, replacement, renewal or presence thereon of said Project. Such costs will be payable to the COUNTY within thirty (30) days of presentation of a bill by the COUNTY.

VI. MAINTENANCE - DEFINITIONS

- A. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - i. "Routine maintenance" refers to the day to day landscape maintenance, including but not limited to periodic mowing, watering, trimming and pruning, sweeping, and litter and debris removal, including compliance with state laws and local ordinances.

- ii. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roundabout island which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES, to the motoring public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- iii. The term "drainage facilities" refers to both open and enclosed systems that are a part of the Project.
- iv. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this Agreement, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- v. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this Agreement, provided, that a party may arrange for actual performance of the duty or provision of the service by another competent entity if the other party to this Agreement is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- vi. The terms "consultation" or "consult with" refer to the duty of a party to give notice to the other party of a proposed action, with reasonable time for that party to respond, but the party with the duty to consult may proceed with the proposed action if the other party does not respond within the time frame set forth in the notice provided, or in the case of the COUNTY, it may proceed with the proposed action if deemed necessary by the County Engineer.
- vii. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The VILLAGE agrees to provide routine maintenance and emergency landscape maintenance of the planted roundabout island in its entirety.
- B. The VILLAGE agrees to provide routine maintenance of all sprinkling systems that are or may be installed by the VILLAGE within the limits of the Project.

- C. The VILLAGE shall also maintain in the planted roundabout island that is a part of the Intersection:
 - i. All VILLAGE signs within the limits of the Project.
 - ii. All drainage facilities carrying exclusively VILLAGE drainage.
- D. The PARTIES agree that the COUNTY reserves the exclusive right to approve the following maintenance items:
 - i. Any and all signage within the right of way of the COUNTY and/or within the limits of the Project on COUNTY highway right of way;
 - ii. Standards governing COUNTY highway right of way maintenance including the area of the Project (“Project area”)
- E. The VILLAGE agrees that it has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this Agreement.
- F. The VILLAGE shall at all times use and maintain the Project in such a manner so as not to interfere with the existing drainage of the Project area or any other property of the COUNTY and to protect any and all other improvements now or hereinafter located on the Project area or the property of the COUNTY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this Agreement shall supersede any and all earlier Agreements oral or written entered into by the PARTIES hereto regarding maintenance of COUNTY highways and State of Illinois highways within the limits of the Project.
- B. During construction of the Project, the COUNTY shall continue to maintain all portions of the Project within the COUNTY's right of way and the State of Illinois' right of way that are not to be improved or maintained by the VILLAGE's construction contractor(s) pursuant to the approved plans and specifications.
- C. All items of Intersection construction which are stipulated in this Agreement to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY. All items of Project construction which are stipulated in this Agreement to be maintained by the VILLAGE shall, upon completion of the Project

construction and final inspection, be the sole maintenance responsibility of the VILLAGE.

- D. Nothing herein is intended to prevent or preclude the VILLAGE or the COUNTY from entering into reciprocal Agreements in the future for any particular Intersection for maintenance. This Agreement cannot be assigned by either PARTY without the written approval of the non-assigning PARTY.
- E. The VILLAGE's maintenance responsibilities identified in Section VII shall be triggered from and after the completion of the Project.

IX. INDEMNIFICATION

- A. The VILLAGE shall require its contractor(s) working within the COUNTY's and the State of Illinois right of way at any time to comply with the indemnification provision contained in the current version of the State of Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction now and subsequently in effect.
- B. The VILLAGE shall require that the County and the State of Illinois and their agents, officers, directors and employees be included as additional insured parties in the Commercial General Liability Insurance the VILLAGE requires of its contractor(s) and that the COUNTY and the State of Illinois will be added as additional protected parties on all performance bonds required of the VILLAGE's contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s) for the PROJECT or any part thereof. The VILLAGE will also require that the VILLAGE's contractor(s) maintain the COUNTY insurance documentation of the said insurance throughout the construction of the PROJECT. Said insurance documentation will include copies of policies or insurance certificates including copies of the applicable Additional Insured endorsements as required by this Agreement.
- C. To the fullest extent permitted by law, the VILLAGE agrees to indemnify, defend and hold harmless the COUNTY and the State of Illinois, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Project area; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the VILLAGE its employees, officers, agents, and all other persons acting on its behalf while on the Project area, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by

the negligence of the County or the State of Illinois. The COUNTY agrees to notify the VILLAGE in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The VILLAGE further agrees to defend the COUNTY its respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that the COUNTY may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of the COUNTY and their respective directors, administrators, officers, agents or employees. The VILLAGE shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of the COUNTY, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence or willful misconduct of the COUNTY with respect to any construction work performed by the VILLAGE or those performing on behalf of or with the authority of the VILLAGE in violation of the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

D. To the fullest extent permitted by law, the VILLAGE hereby assumes and agrees to release, acquit and waive any rights which VILLAGE may have against and forever discharge the COUNTY its respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement or which may occur to or be incurred by the VILLAGE, its employees, officers, agents and all other persons acting on the VILLAGE's behalf while on the Project area or arising from the condition of the Project area during the term of this Agreement, whether or not such injuries or damages are caused by the negligence or willful misconduct of the COUNTY. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

X. GENERAL PROVISIONS

A. It is understood and agreed that this is an intergovernmental Agreement between the VILLAGE and the COUNTY.

- B. The PARTIES acknowledge and agree that preambles set forth in the beginning of this Agreement are incorporated into and are a substantive part hereof.
- C. It is understood and agreed by the PARTIES hereto, that the COUNTY shall retain jurisdiction of Burlington Road and the State of Illinois shall retain its jurisdiction of Illinois State Route 47. For the purpose of this Agreement, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate. Nothing contained herein is intended to grant any jurisdiction over Burlington Road or Illinois State Route 47 to the VILLAGE, nor is anything set forth herein intended to convey any portion of Burlington Road or Illinois State Route 47 to the VILLAGE.
- D. This Agreement shall not be construed to create a joint venture, partnership, employment or any other kind of agency relationship of any kind between the PARTIES except to the specifically provided otherwise under the terms and provisions of this Agreement.
- E. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. No waiver of any obligation or default of the VILLAGE shall be implied from omission by the COUNTY to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This Agreement constitutes the entire Agreement between the PARTIES with respect to the subject matter hereof.
- F. This Agreement and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that the VILLAGE shall not assign its rights under this Agreement without first having received the prior written consent of the COUNTY.

- G. This Agreement may be terminated by the COUNTY effective immediately upon notice to VILLAGE if the Project area, or any portion thereof, are needed for any COUNTY purpose, including highway purposes as determined by the COUNTY in its sole discretion or if the VILLAGE ceases to operate or maintain the Project area or violates any of the terms, conditions or provisions set forth in this Agreement. This Agreement may be terminated by the COUNTY or the VILLAGE for any reason effective thirty (30) days after giving the other PARTY notice of the intention to terminate. In case of termination by the COUNTY, the VILLAGE shall remove from the PROJECT area any improvement installed therein by the VILLAGE and restore said Project area to the same or to a better condition than that which existed prior to the construction and installation of said Project, or upon failure, neglect or refusal of VILLAGE to do so, the COUNTY may make or cause to be made such removal and restoration, and the total cost thereof shall be paid by the VILLAGE; or, if the COUNTY shall so elect, it may treat the Project as abandoned by the VILLAGE and may make such disposition thereof as it may see fit.
- H. The VILLAGE shall at all times construct, replace, repair, maintain and operate said Project area in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations. The VILLAGE shall take all reasonable safety precautions to adequately secure the Project area, warn of risks and ensure the safety of the public, when necessary, during periods of construction, reconstruction, replacement, repair, maintenance and operation of the Improvement. If the manner of constructing, repairing, maintaining, replacing or operating said Project shall at any time be in violation of any applicable law, rule, regulation or ordinance, then the VILLAGE, at no cost or expense to the COUNTY and upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction over the Project area, shall make such changes or repairs as shall be necessary. Failure or refusal of the VILLAGE to make the required changes or repairs within the time prescribed by said agency shall terminate this Agreement, provided that it shall not terminate as long as the VILLAGE, in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, ordinances, rules or regulations.
- I. The VILLAGE shall provide to the COUNTY thirty days advance written notice of the time when the VILLAGE will commence any replacement, repair or maintenance of said Project area in order that the COUNTY may determine if owner's protective liability insurance would be required and, if it desires, have its representative(s) present for the purpose of directing said work so that the same may be done in a manner satisfactory to the COUNTY. Further, if any actual construction is done on the Project area or any modification of the Project affecting the drainage of the COUNTY

property or in any way potentially disturbing the highway, the COUNTY must first approve all plans and specifications. The VILLAGE obtain at its sole cost, at the request of the COUNTY provide to the COUNTY an owner's protective liability insurance in the name of the COUNTY for any work being performed by the VILLAGE in the Project area.

- J. The VILLAGE shall not place, keep, store or otherwise permit to be placed, kept or stored on or near the Project area or the property of the COUNTY any equipment or materials except during such time as the VILLAGE's employees, agents or contractors are physically present and conducting activities permitted under the terms of this Agreement.

- K. Any rights to the Project area not specifically granted to the VILLAGE are reserved to the COUNTY and its successors and/or assigns. The Project area shall be repaired, maintained, utilized and operated in a manner so as not to interfere with efficient highway operations or any other business operations or activities being conducted by the COUNTY or the State of Illinois or their tenants or permittees on the Project area and so as not to prevent or unreasonably interfere with use and enjoyment of the Project area by the COUNTY, its employees, agents or permittees for the purpose(s) to which the Project area is now, or may hereafter be, committed by the COUNTY. The COUNTY shall have the right to retain the existing improvements at the location of the Project area or adjacent to the Project area and also shall have the right at any and all times in the future to construct, maintain and operate over, under, across or parallel to said Project area as it may from time to time elect. Nothing shall be done or caused to be done by the VILLAGE that will in any manner impair the usefulness or safety of the highway and other improvements of the COUNTY, or such highway and other improvements as the COUNTY may in the future construct or cause to be constructed over, under, across, or parallel to said Project. This Agreement is expressly subject to the rights of third parties to maintain utility and other improvements permitted by the COUNTY on the Project area and the property of the COUNTY. The COUNTY reserves the exclusive right to grant future easements over, under, across or parallel to the said Project area.

- L. Upon completion of any construction, replacement, repair or maintenance of the Project, the VILLAGE, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of the COUNTY, the Project area and the property of the COUNTY as nearly as may be, to the same or better condition than that which existed immediately prior to commencement of such activities by the VILLAGE. In the event the VILLAGE fails to cause the Project area and the property of the COUNTY to be restored to the reasonable satisfaction of the COUNTY as provided for herein, the COUNTY shall have, after notice to the VILLAGE, the right to restore the Project area and the VILLAGE shall reimburse the COUNTY for

all costs and expenses incurred by the COUNTY in its performance of the obligations imposed upon the VILLAGE hereunder.

- M. Wherever in this Agreement approval or review by any of the PARTIES hereto is provided for, said approval or review shall not be unreasonably delayed or withheld.
- N. Not later than fourteen (14) calendar days after execution of this Agreement each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the construction of the Project. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- O. In the event of a dispute between the PARTIES in the carrying out of the terms of this Agreement, the County Engineer of the County and the Superintendent of Public Works of the VILLAGE shall meet and resolve the issue.
- P. Any dispute concerning this Agreement that is not resolved as provided above shall be resolved by decision of the Village President of the VILLAGE, the Board Chairman of the COUNTY, and their decision shall be final.
- Q. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- R. The COUNTY certifies that its correct Federal Tax Identification number is 36-6006585 and it is doing business as a governmental entity, whose mailing address is Kane County Division of Transportation, 41 W 011 Burlington Road, St. Charles, Illinois 60175.
- S. The VILLAGE certifies that its correct Federal Tax Identification number is 26-0195729 and it is doing business as a governmental entity, whose mailing address is 40W270 LaFox Road, Suite B, Campton Hills, Illinois 60175.
- T. This Agreement may only be modified in writing executed by a duly authorized representative of each the PARTIES hereto.
- U. This Agreement and the covenants contained herein shall become null and void in the event the construction contract covering the Project contemplated herein is not awarded within three (3) years subsequent to the date of execution of this Agreement.

V. This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.

W. It is agreed that the laws of the State of Illinois shall apply to this Agreement and that, in the event of litigation, venue shall lie in Kane County, Illinois.

X. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the COUNTY: The Kane County Division of
Transportation
41 W 011 Burlington Road
St. Charles, Illinois 60175
Attn: Director of Transportation/County
Engineer

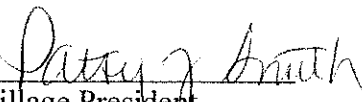
To the VILLAGE: The Village of Campton Hills
40W270 LaFox Road, Suite B
Campton Hills, IL 60175
Attn: Village President

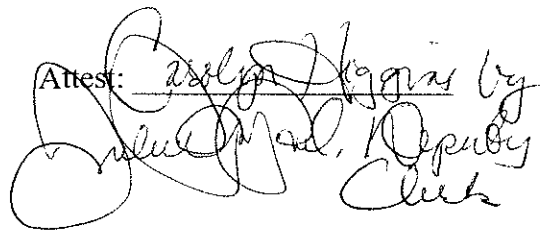
Y. The preambles set forth in the beginning of this Agreement are agreed to and incorporated into this Agreement as a substantive part hereof.

IN WITNESS THEREOF, the PARTIES have executed this Agreement on the dates indicated.

Signature Page Follows:

THE VILLAGE OF CAMPTON HILLS

By: 
Village President

Attest: 
Deputy Clerk

Date: 12-5-13

THE COUNTY OF KANE

By: Chris Foy
County Board Chairman

A. John Henry

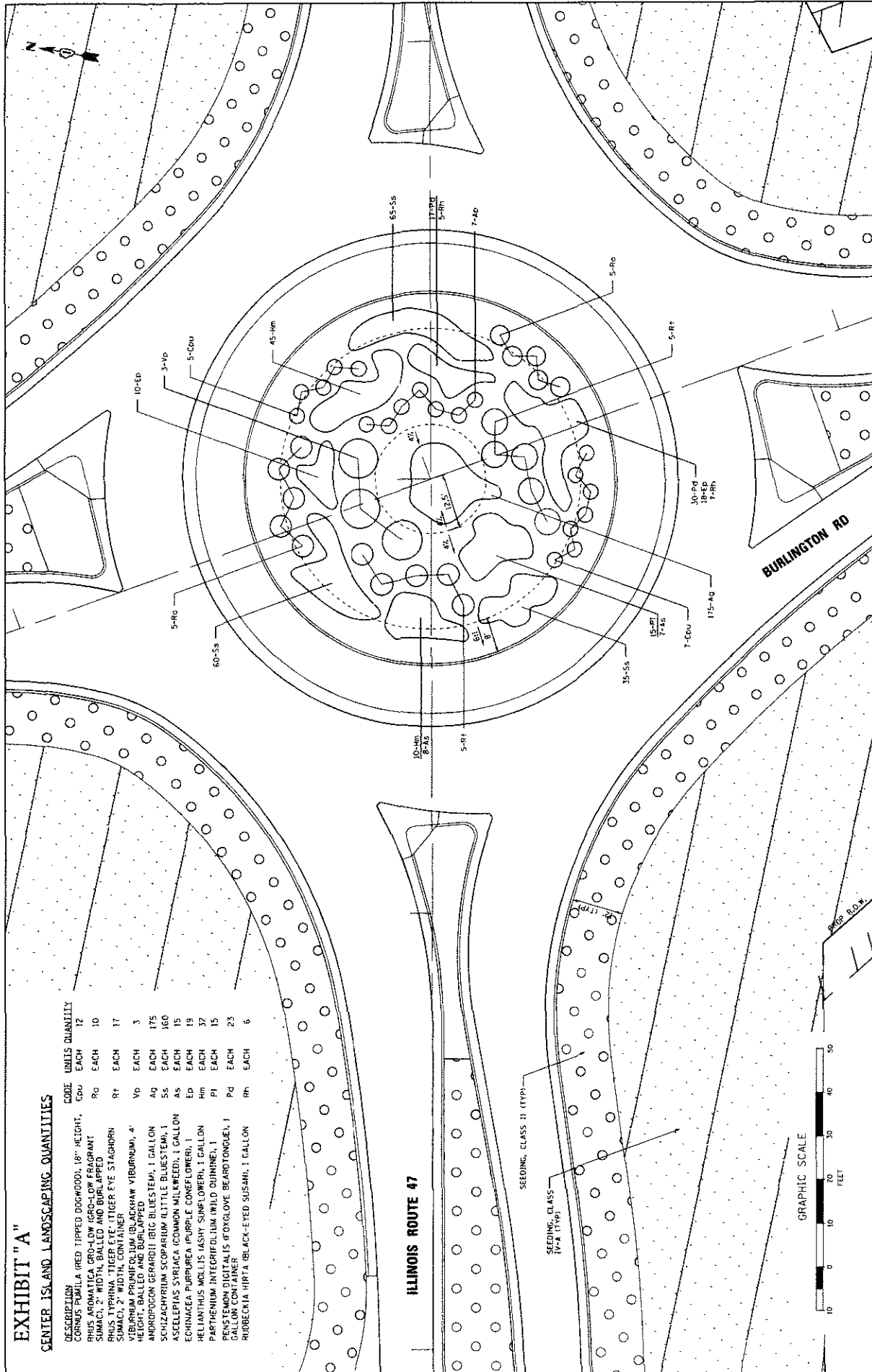
Date: 1-20-14



EXHIBIT "A"

CENTER ISLAND LANDSCAPING QUANTITIES

DESCRIPTION	CODE	QUANTITY
CORNUS PUMILA (RED TIPPED DOGWOOD), 18" HEIGHT, 10-GAL	Co	12
RHUS AROMATICA (RO-LOM) (RO-LOM FRAGRANT SUMAC), 2" WIDTH, BALLED AND BURLAPPED	Ro	10
RHUS TYPHINA (TIGER EYE) (TIGER EYE STAGHORN SUMAC), 2" WIDTH, CONTAINER	Rt	17
VIBURNUM PRUNIFOLIUM (BLACKHAW VIBURNUM), 4" HEIGHT, BALLED AND BURLAPPED	Vd	3
ANDROPOGON GERARDII (BIG BLUESTEM), 1 GALLON	Ag	175
SCHIZOPHRUM SCOPARIUM (LITTLE BLUESTEM), 1 GALLON	Ss	160
ASCLEPIAS SYRIACA (COMMON MILKWEED), 1 GALLON	As	15
ECHINACEA PURPUREA (PURPLE CONEFLOWER), 1 GALLON	Ep	15
HELIANTHUS MOLLISS (LASHY SUNFLOWER), 1 GALLON	Hm	37
PARTHENIUM INTEGRIFOLIUM (WILD QUININE), 1 GALLON	Pi	15
PENSTEMON DIGITALIS (FOXGLOVE BEARDTONGUE), 1 GALLON	Pd	23
RUDBECKIA HIRTA (BLACK-EYED SUSAN), 1 GALLON	Rh	6



FILE NAME: PROJECT: USER: NAME: P. PUGH DATE: 12/17/12	DESIGNED: DRAWN: CHECKED: DATE: 12/17/12	REVISIONS: REVISED: REVISED: REVISED:	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SHEET OF SHEETS	SCALE: AS SHOWN	LANDSCAPING DETAILS - CENTER ISLAND PLANTINGS	SECTION: 07-00327-00-CH	COUNTY: KANE	LOCAL SHEET NO.: 63719	CONTRACT NO.: 63719
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EXHIBIT "A"

BURLINGTON ROUNDABOUT LANDSCAPING CENTER ISLAND PLANT LIST

PAY ITEM NUMBER	Coded Pay Items DESCRIPTION	CODE USED ON PLAN	UNIT	ABBREVIATION	QUANTITY	UNIT COST	ITEM COST	MAX HEIGHT
DECIDUOUS SHRUBS								
	CORNUS PUMILA (RED TIPPED DOGWOOD), 18" HEIGHT, CONTAINER	Cpu	EACH		12	\$40.00	\$480.00	4'
C2005824	RHUS AROMATICA GRO-LOW (GRO-LOW FRAGRANT SUMAC), 2' WIDTH, BALLED AND BURLAPPED	Ra	EACH	S-RHUS AROMA GRO 2'	10	\$65.00	\$650.00	2'
	RHUS TYPHINA 'TIGER EYE' (TIGER EYE STAGHORN SUMAC), 2' WIDTH, CONTAINER	Rt	EACH		17	\$40.00	\$680.00	6'
	VIBURNUM PRUNIFOLIUM (BLACKHAW VIBURNUM), 4' HEIGHT, BALLED AND BURLAPPED	Vp	EACH		3	\$90.00	\$270.00	15'
ORNAMENTAL GRASSES								
	ANDROPOGON GERARDII (BIG BLUESTEM), 1 GALLON CONTAINER	Ag	EACH		175	\$25.00	\$4,375.00	6-8'
	SCHIZACHYRIUM SCOPARIUM (LITTLE BLUESTEM), 1 GALLON CONTAINER	Ss	EACH		160	\$25.00	\$4,000.00	3'
PERENNIALS								
	ASCELEPIAS SYRIACA (COMMON MILKWEED), 1 GALLON CONTAINER	As	EACH		15	\$18.00	\$270.00	2-4'
	ECHINACEA PURPUREA (PURPLE CONEFLOWER), 1 GALLON CONTAINER	Ep	EACH		19	\$18.00	\$342.00	3-5'
	HELIANTHUS MOLLIS (ASHY SUNFLOWER), 1 GALLON CONTAINER	Hm	EACH		32	\$18.00	\$576.00	4'
	PARTHENIUM INTEGRIFOLIUM (WILD QUININE), 1 GALLON CONTAINER	Pi	EACH		15	\$18.00	\$270.00	3'
	PENSTEMON DIGITALIS (FOXGLOVE BEARDTONGUE), 1 GALLON CONTAINER	Pd	EACH		23	\$18.00	\$414.00	2-4'
	RUDBECKIA HIRTA (BLACK-EYED SUSAN), 1 GALLON CONTAINER	Rh	EACH		6	\$17.00	\$102.00	3'
MISCELLANEOUS								

MULCH: The placement of a fine-grade mulch is incidental to the placement of perennials and woody plants. (See email of 1/15/2013 for additional information.)

PLANT WATERING: Initial watering of new plants is provided by the Contractor, and is incidental to placement.

TOTAL TASK COST: **\$12,429.00**

Center Island is 42.5' in radius, comprising an area of 5674 square feet.

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

DATE: January 28, 2014

TO: Patsy Smith
Village President
Village of Campton Hills
40W270 LaFox Road, Suite B
Campton Hills, IL 60175

FROM: Linda Haines *Linda Haines*
Administrative Assistant

SUBJECT: Burlington Road at IL 47 Roundabout

1 – Executed Median Landscaping Maintenance Agreement for above-named subject

TRANSMITTED FOR:

- YOUR INFORMATION AND FILE
- YOUR APPROVAL AND/OR CORRECTION
- AS REQUESTED
- SEE BELOW

REMARKS:

c: Steve Coffinbargar
Heidi Files
File

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 14 - 16

**APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF KANE AND THE VILLAGE OF CAMPTON HILLS
FOR THE MAINTENANCE OF THE
PROPOSED BURLINGTON ROAD AT IL 47 ROUNDABOUT**

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

WHEREAS, the Illinois Department of Transportation (IDOT) has jurisdiction over Illinois State Route 47 and the County has jurisdiction over Kane County Highway No. 2, also known as Burlington Road, within the boundaries of the County of Kane; and

WHEREAS, the County, in cooperation with IDOT, plans to undertake an improvement to construct a roundabout at the intersection of Burlington Road and IL 47 (Roundabout) which is a mutually satisfactory arrangement and of immediate benefit to the residents of the County of Kane in that it shall facilitate the efficient movement of traffic and provide for the safety of the motoring public; and

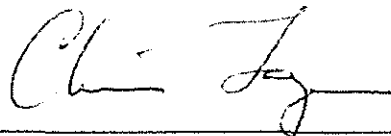
WHEREAS, the County and the Village have determined a mutually satisfactory allocation of responsibilities and costs for the maintenance of the landscaped center island of the roundabout as set forth in an intergovernmental agreement (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement with the Village of Campton Hills providing for roundabout landscape maintenance at the intersection of Illinois State Route 47 and Burlington Road.

Passed by the Kane County Board on January 14, 2014.





John A. Cunningham
Clerk, County Board
Kane County, Illinois



Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
Yes 23
No 0
Voice _____
Abstentions _____
1CamptonHillsIGA

STATE OF ILLINOIS COUNTY OF KANE	DATE <u>1-21-14</u>
I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois	
	 John A. Cunningham, Kane County Clerk