

VILLAGE OF BIG ROCK
ORDINANCE NO. 2018-_____

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BIG ROCK AND THE BIG ROCK TOWNSHIP
ROAD DISTRICT**

**ADOPTED BY THE BOARD OF TRUSTEES
OF THE VILLAGE OF BIG ROCK
THIS 13th DAY OF NOVEMBER, 2018**

Published in pamphlet form by the authority of the Board of Trustees of the
Village of Big Rock, Kane County, Illinois
this 13th day of November, 2018

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BETWEEN THE VILLAGE OF BIG ROCK AND THE BIG ROCK TOWNSHIP
ROAD DISTRICT

WHEREAS, the Village of Big Rock is a municipal corporation duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the Village of Big Rock desires to enter into an Intergovernmental Agreement with the Big Rock Township Road District ("Road District") wherein the Road District will provide snow removal services and related services to the Village's rights-of-way; and

WHEREAS, the Road District has the necessary equipment, manpower and expertise to provide the services set forth in the Intergovernmental Agreement; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among 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, the Village of Big Rock Board of Trustees desires to approve this Intergovernmental Agreement, finding that it is authorized by law and the services provided will protect and promote the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Big Rock, Kane County, Illinois, as follows:

Section 1: The above-stated Recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein.

Section 2: The Intergovernmental Agreement between the Village of Big Rock and the Road District, a copy of which is attached hereto as Exhibit "A," is hereby approved. The Village President is authorized and directed to execute this Intergovernmental Agreement on behalf of the Village of Big Rock. The Village President and Village Attorney are authorized to make minor changes to this Intergovernmental Agreement as may be requested by the Road District prior to execution.

Section 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 4: This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PRESENTED to the Board of Trustees of the Village of Big Rock, Kane County, Illinois
on this 13th day of November, 2018.

Trustee Hanninen ____ Trustee Metzger ____ Trustee Lynch ____
Trustee McCannon ____ Trustee Walsh ____ Trustee Fitzpatrick ____

PASSED by the Board of Trustees of the Village of Big Rock, Kane County, Illinois, this
13th day of November, 2018.

SIGNED by the President of the Board of Trustees of the Village of Big Rock, Kane
County, Illinois, this 13th day of November, 2018.

Dean Hummell, President
Village of Big Rock, Illinois

ATTEST:

Tim May, Village Clerk
Village of Big Rock, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

I, Tim May, certify that I am the Village Clerk of the Village of Big Rock, Kane County, Illinois, and as such officer I am the keeper of the records, files and proceedings of the corporate authorities of said municipality.

I further certify that:

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was adopted by the President and Board of Trustees of the Village of Big Rock at a meeting held on November 13, 2018 and approved by the Village President on November 13, 2018. I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board complied with all the requirements of the Illinois Open Meeting Act.

I do further certify that the ordinance, of which the attached is a true and correct copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of same.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and the seal of the municipality this 13th day of November, 2018.

(SEAL)

Tim May, Village Clerk
Village of Big Rock, Illinois

EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BIG ROCK AND THE BIG ROCK TOWNSHIP
ROAD DISTRICT**

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BIG ROCK AND THE BIG ROCK TOWNSHIP ROAD DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this ____ day of November 2018, by and between the Village of Big Rock (the "Village"), an Illinois municipal corporation and unit of local government, and the Big Rock Township Road District (the "District"), a road district and unit of local government.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among 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, the Village requires snow plowing and icing of approximately 9.44 miles of their municipal street system, along with other various services to their public rights-of-way as set forth herein; and

WHEREAS, the District has the labor, equipment and materials for performing said work and agrees to perform said work, under the terms and conditions of this agreement; and

WHEREAS, the parties agree that this Agreement will benefit and promote the public interest, and will protect the public safety and welfare.

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 agree as follows:

1. Incorporation of Recitals. The recitals contained herein above are hereby incorporated and made a part of this Agreement as though expressly set forth herein.

2. Services.

A. Snow plowing and salting. During the term of this Agreement, the District agrees that it shall plow snow and spread road salt (de-icing material) on the approximately 9.44 miles of municipal streets listed in Exhibit "A" attached hereto. The District shall also snow plow and salt the roadway leading to the Village' waste water treatment plant. The District shall provide the necessary snow plow and salting vehicles and equipment, labor, salt and fuel as part of the

compensation under this Agreement. The District shall house such vehicles, equipment, salt and fuel on District property.

The District shall snow plow whenever there is two inches (2") of snow accumulation on any Village street. The District shall prioritize the salting of Village street intersections. The District shall give the following roads/areas priority when snow plowing and salting:

Big Rock Fire Protection District building at: 47W863 E. Second St.
Granart Road.
Rhodes Avenue.
Such other locations as the Village may reasonably request.

During the term of this Agreement, the District shall remove dead animals and incidental refuse in the rights-of-way. Such items shall be removed upon observation by the District or upon the reasonable request of the Village. The District shall provide its own vehicles, equipment, fuel and labor for this work as part of the compensation under this Agreement. The District shall bury such dead animals at a location on Village-owned property as directed by the Village.

During the term of this Agreement, the District shall perform mowing services to all Village rights-of-way, including ditches within Village rights-of-way. The District shall also mow the Village's waste water treatment plant property. The District shall provide its own vehicles, equipment, fuel and labor for this work as part of the compensation under this Agreement.

B. Additional Services and Costs. In addition to the services listed in Section 2 above, the District agrees to provide the following additional services as set forth below:

During the term of this Agreement, and at the Village's reasonable request, the District may, at its option, provide supplemental maintenance work on the Village's streets. Such additional work may include pothole repair, patching and other routine street maintenance. The Village shall reimburse the District for the actual costs of materials used in such supplemental street maintenance work. The District shall provide the necessary vehicles, equipment, fuel and labor for such work.

During the term of this Agreement, and at the Village's reasonable request, the District shall install and/or repair road signs for Village streets. The Village shall reimburse the District for the costs of any materials utilized to install and/or repair such road signs. The District shall provide the necessary vehicles, equipment, fuel and labor to install and/or repair such road signs.

C. Infrastructure improvements. Exclusive of the maintenance responsibilities described above, 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 or significant enhancements or repairs to the Village's streets and rights-of-way.

3. Compensation. The District annually levies a road and bridge tax for the benefit of the Village, and pays said road and bridge tax collected to the Village. During the term of this Agreement, the District shall retain the road and bridge tax levied for the benefit of the Village, and such retained taxes shall constitute the compensation from the Village to the District under this Agreement (except for the additional, optional costs set forth in Section 2 of this Agreement). Additionally, prior to the end of each year that this Agreement is in effect, the Village and the District shall review whether potential service adjustments and compensation adjustments to this Agreement are necessary and mutually agreeable for the upcoming year. If such adjustments are necessary and agreed to by the parties, such agreement shall be memorialized as a written amendment to this Agreement. If such adjustments are not necessary or are not mutually agreed to, then this Agreement (without such adjustments) shall remain in full force and effect.

4. Annexation of Additional Territory. The parties agree that if the Village annexes territory into the Village which adds to the total of Village streets, the parties shall reasonably negotiate increased compensation from the Village to the District as a result of said new streets.

5. Communication/Emergency Authorization. The Village's President and authorized staff will be responsible for relaying resident requests and comments to the District which the District will manage and use reasonable efforts to prioritize, if within the scope of this Agreement. In the event emergency road repairs arise, the Road District may take immediate action to abate the emergency to the best of its ability in the Road District's sole discretion. The Road District will do its best to contact the Village's President and authorized staff in such cases, but all other communication is the responsibility of the Village. The Village shall be liable for the costs of emergency road repairs which exceed the scope of this Agreement.

6. Jurisdiction. Except for the services set forth herein to be performed by the District and except for the authority of the District to remove obstructions in the right-of-ways and hindrances that prevent the performance of its duties under the terms of this Agreement, the Village shall continue to exercise exclusive legal jurisdiction over its Municipal Street System and rights-of-way. Nothing in this Agreement shall be construed as assigning responsibility for the roadway conditions or the management of the roads to the Road District.

7. Insurance. Each of the parties shall maintain during the term of this Agreement a policy or policies of commercial general liability insurance. Each of the parties shall cause the other to be named as an insured on its policy or policies of insurance and shall provide the other with a Certificate of Insurance and a copy of such policy or policies of Insurance. Such policy or policies shall not be subject to cancellation or termination during the term of this agreement.

8. Mutual Indemnification. The Village, its officials, employees, agents and independent contractors hereby agree to indemnify, defend and hold harmless the District, its officials, employees, agents and independent contractors from and against all claims, liabilities, causes of action and demands, including attorney's fees, for personal injury or property damage related to performance under this Agreement by the Village (including its independent contractors).

The District, its officials, employees, agents and independent contractors hereby agree to indemnify, defend and hold harmless the Village, its officials, employees, agents and independent contractors from and against all claims, liabilities, causes of action and demands, including attorney's fees, for personal injury or property damage related to performance under this Agreement by the District (including its independent contractors).

This mutual indemnification shall not apply to any claim, liability, or cause of action or demand by a third party challenging the validity or legality of this Agreement.

9. Term. This Agreement shall be in full force and effect starting October 15, 2018 for duration of three (3) years, and shall terminate on October 14, 2021. This Agreement shall not automatically renew from year to year thereafter.

10. Notices: All notices or other writings which any party hereto is 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 address as either party may designate from time to time by written notice given to the other party pursuant hereto:

If to Village: Village President
Village of Big Rock
P.O. Box 128
7S405 Madison
Big Rock, IL 60511

If to District: Wade Thompson, Highway Commissioner
P.O. Box 63
Big Rock, IL 60511

11. Severability: If any provisions of this Agreement are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.

12. Amendments: The parties agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties by means of the same procedures used to adopt this Agreement and authorize its execution in the first instance.

13. Headings: The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

14. 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.

15. 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.

16. Waiver: No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.

17. 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.

18. Remedies:

A. The parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Agreement. 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 non-exclusive of any other remedy either set forth herein or available to either party at law or in equity.

B. 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 or default and is diligently proceeding therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Village of Big Rock

Big Rock Township Road District

By: _____
Dean Hummell, Village President

By: _____
Commissioner

EXHIBIT "A"

MAP OF MUNICIPAL STREET SYSTEM

EXHIBIT "B"

LIST OF VILLAGE INVENTORY STORED BY THE DISTRICT

1 sign post base

3 new STOP signs

5 NEIGHBORHOOD WATCH signs

2 – 2" square sign posts – 10'

1 – 2" square sign post- 12'