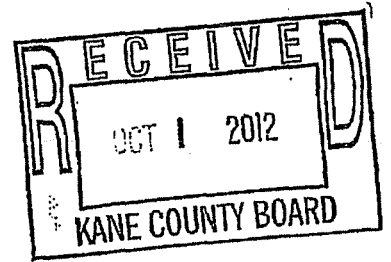


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: TGA between village of Montgomery
& Kane County for Pasadena Dr
Res 12-269

Submitted By: Jodie Wollnik

Date Submitted: Oct 1, 12

Examined By: Joseph Lulver
(Print Name)

[Signature]
(Signature)

10-4-12
(Date)

Post on Web: Yes No Atty Initials [Initials]

Comments: Resolution: 12-269
Rush

Chairman Signed: Yes No Date: _____

Document Returned To: Jodie Wollnik - Water Resources

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 269

AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MONTGOMERY AND THE COUNTY OF KANE FOR CONSTRUCTION OF THE PASADENA DRIVE BYPASS STORM SEWER IN THE BOHR INDUSTRIAL PARK DRAINAGE AND DETENTION EASEMENT

WHEREAS, the Water Resources Division administers the Cost-Share Drainage Program for the older residential subdivisions in Kane County that are experiencing drainage problems; and

WHEREAS, the Pasadena Drive Flood Route and Bypass Storm Sewer project will be constructed this fall and will alleviate flooding in the neighborhood with the construction of a bypass storm sewer that will outlet near Albright Road on Lot 1-4 of the Bohr Industrial Park within the Village of Montgomery; and

WHEREAS, an 87.5' wide Drainage and Detention Easement was platted on Lot 1-4 of the Bohr Industrial Park and dedicated to the Village of Montgomery (95K053260); and

WHEREAS, the downstream portion of the bypass storm sewer runs within the Village easement area on Lot 1; and

WHEREAS, it has been determined that it is in the County's best interest to enter into an Intergovernmental Agreement with the Village of Montgomery for use of the Drainage and Detention Easement on Lot 1-4 of the Bohr Industrial Park for the installation of the Pasadena Drive Storm Sewer.

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 Montgomery for use of the Drainage and Detention Easement on Lot 1-4 of the Bohr Industrial Park.

Passed by the Kane County Board on September 11, 2012.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes _____
No _____
Voice _____
Abstentions _____
9PasadenalGA

**Intergovernmental Agreement between the Village of Montgomery and the County of Kane
for Construction of the Pasadena Drive By Pass Storm Sewer in the Bohr Industrial Park
Drainage and Detention Easement**

This Agreement, made this 29th day of August, 2012, by and between the Village of Montgomery, a Municipal Corporation, located in Kane and Kendall Counties, Illinois (hereinafter referred to as "Village"), and the County of Kane, Illinois (hereinafter referred to as "County"), both bodies being hereafter referred to collectively as "the Parties."

WHEREAS, the parties to this Agreement have determined that in certain circumstances, the efficient use of sewer systems mandate that citizens of one community be allowed to utilize the sewer systems of the other community and it is in the best interests of the citizenry of both communities to do so; and

WHEREAS, Article VII, Section X of the Constitution of the State of Illinois authorizes units of local government to enter into Intergovernmental Agreements; and

NOW, THEREFORE, upon the consideration of the mutual promises contained herein, and upon further consideration of the recitals herein set forth, it is hereby agreed between the parties to this agreement as follows:

1. *Permission.* The Village grants the County permission to construct a storm sewer in the Bohr Industrial Park Detention and Drainage Easement located on lots 1, 2, 3 & 4 in Bohr Industrial Park according to the plat thereof recorded September 11, 1995 as Doc. #95K053260 in Kane County, Illinois.
2. *Permitting.* The construction of the sewer shall be permitted, upon compliance with the terms of all applicable Village ordinances, and the payment of all applicable fees.
3. *Connections.* The Village is entitled to make future connections, such as other storm sewers or drain tiles, to the proposed storm sewer for future road improvements or local drainage. Any connections made shall be in accordance with the Standards for Sewer and Watermain Construction latest edition.
4. *Approval of Plans.* The Village must approve all sewer construction plans prior to implementation.
5. *Repairs, Access and Easements.* The County agrees that the Pasadena Drive Special Service Area – SW48 as passed by the County Board on August 14, 2012 shall have all maintenance responsibilities with regard to said mainline sewer system and the County shall levy upon said SSA for the performance of said maintenance and shall not require any participation from the Village for same (with the exception of any future connections made by the Village) . The Village agrees to cooperate with the County and grant access as necessary to allow for repairs of said system from time to time.
6. *Additional Procedures.* The Village and the County shall, from time to time, establish and promulgate such additional rules and procedures as the respective departments determine shall be

required for the efficient operation of this agreement, including but not limited to methods of communication between departments, required documentation for use, billing or maintenance of the system, and such other matters as are required by the departments.

7. *Notice.* Any notice required by this agreement shall be sent as follows, or to other such addresses as the parties may designate in writing:

Village

Attn: Village of Montgomery Village Administrator
200 N. River Street
Montgomery, IL 60538

County

Attn: Kane County Water Resources
719 Batavia Avenue
Geneva, IL 60134

8. *Insurance.* The Parties shall maintain in full force and effect all insurance and liability insurance in amounts with limits comparable to those presently maintained by each party.

9. *Complete Agreement.* This agreement constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this agreement or any written amendment will be binding on the parties.

10. *Severability.* Should any provision of this agreement be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision has not been a part of this agreement.

11. *Approvals, Continuing Cooperation.* This agreement shall be in full force and effect upon passage, approval by both parties and upon execution by the approved representatives of the parties. The officials and staff of the Village and County are hereby authorized to take such steps and execute such additional documents as are necessary to further effectuate and achieve the goals, rights and duties provided for herein. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement.

12. *Miscellaneous.*

(a) Time is of the essence of this Agreement, and of each and every provision herein.

(b) The article headings are inserted for convenience only, and in no way define, limit or describe the scope or intent of any article or section of this Agreement.

(c) This Agreement, and the covenants and undertakings made hereunder, are performable in Kane County, Illinois, and shall be governed by the laws of the State of Illinois. Any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

(d) This Agreement has been negotiated by the parties hereto and their respective attorneys. The language in this Agreement shall not be construed for or against either party, based on any rule of construction favoring the non-drafting party, but shall be interpreted liberally to effect the intent of the parties. Words used in the masculine, feminine, or neuter shall apply to either gender or neuter, as appropriate.

(e) This Agreement, together with the exhibits attached hereto, may be amended only by the written agreement of the parties, and execution of all required motions, resolutions or ordinances and after providing public notice as provided by law.

(f) Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

(g) This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on the parties hereto even though each party is not a signatory to the original or the same counterpart.

APPROVED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, this 27TH day of AUGUST, 2012.

Marilyn Michilin
President of the Board of Trustees of the Village of
Montgomery, Kane and Kendall Counties, Illinois

ATTEST: Heidi A. Dziedzic
Clerk, Village of Montgomery

APPROVED by the County Board Chairmen and County Board of the County of Kane, Illinois, this 11th day of September, 2012.

Karen McClowry
County Board Chairman of the County of Kane, Illinois

ATTEST: _____
County Clerk, County of Kane, Illinois

