

**DOCUMENT VET SHEET**  
for  
**Chris Lauzen**  
**Chairman, Kane County Board**

**RECEIVED**  
FEB 06 2013  
KANE COUNTY BOARD

Name of Document: **Intergovernmental Agreement for Limited Highway  
Maintenance of Penny Road with Village of  
Carpentersville**

Submitted by: **Linda Haines**

Date Submitted: **January 3, 2013**

Examined by: J. Patrick Jaeger  
(Print name)

[Signature]  
(Signature)

01-10-13  
(Date)

Comments:

Post on Web:  Yes  No      Atty. Initials [Signature]

Chairman signed:  Yes  No      Date: 2-8-13

Document returned to: Linda Haines 2-11-13

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 401

**APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF KANE AND THE VILLAGE OF CARPENTERSVILLE  
FOR A SHARED MAINTENANCE OF PENNY ROAD**

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 Carpentersville (Village) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

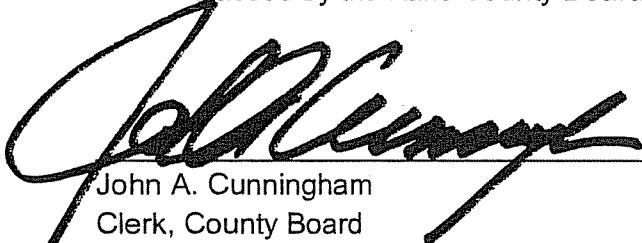
WHEREAS, the County has jurisdiction over Kane County Highway No. 40, also known as Penny Road, within the boundaries of the County of Kane; and

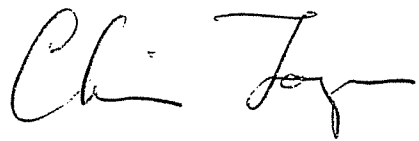
WHEREAS, the County and the Village have determined the shared maintenance of Penny Road to be a mutually satisfactory arrangement and of immediate benefit to the residents of the County of Kane in that the arrangement facilitated the efficient movement of traffic and provided for the safety of the motoring public; and

WHEREAS, the County and the Village have determined a mutually satisfactory allocation of responsibilities and costs for the maintenance of Penny Road 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 Carpentersville relating to the shared maintenance of Penny Road.


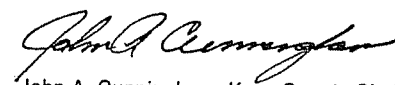
Passed by the Kane County Board on December 11, 2012.

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

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

Vote:  
Yes 24  
No \_\_\_\_\_  
Voice \_\_\_\_\_  
Abstentions \_\_\_\_\_

1PNNYRDMNT-CRPNTRSVL.4LH

STATE OF ILLINOIS COUNTY OF KANE	DATE <u>DEC 13 2012</u>
I, John A. Cunningham, 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, this 13th day of December, 2012.	
	
 John A. Cunningham, Kane County Clerk	

**INTERGOVERNMENTAL AGREEMENT  
FOR LIMITED HIGHWAY MAINTENANCE  
PENNY ROAD**

This Agreement entered into this 11<sup>th</sup> day of December 2012 by and between the County of Kane, a body corporate and politic of the State of Illinois, (hereinafter the "County") and the Village of Carpentersville, a municipal corporation of the State of Illinois, (hereinafter the "Village"). The Village and the County are collectively sometimes referred to herein as the "Parties" and each individually as a "Party".

WITNESSETH

Whereas, the Village and the County are authorized to agree and cooperate among themselves pursuant of the provisions of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the Illinois Compiled Statutes; and,

Whereas, the County has exclusive jurisdiction over Kane County Highway No. 40, also known as Penny Road located in Dundee Township, Kane County Illinois; and,

WHEREAS, the Village at the request of the County, agrees to perform limited highway maintenance over that portion Penny Road as it exists within the boundaries of Dundee Township, namely from the Cook/Kane County Line to Penny Road's intersection with IL. Rt. 68, approximately 1500 feet, in order to facilitate a rapid response to critical maintenance operations; and,

WHEREAS, the limited maintenance agreement shall be to the benefit of the citizens of Kane County and shall further the safety of the motoring public.

NOW THEREFORE, in consideration of the above stated preambles and for good and valuable consideration the sufficiency of which is agreed to between the Parties, both the County and the Village agree as follows, to wit:

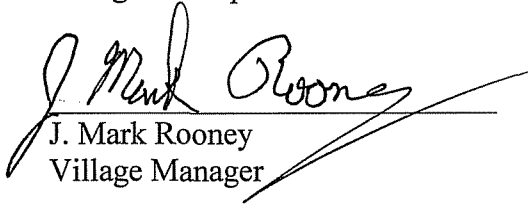
1. The Village agrees to perform the following items of routine highway maintenance in accordance with standards established by the County and with any and all standards promulgated therefore by the Illinois Department of Transportation and in compliance with any and all applicable provisions of the Illinois Compiled Statutes:
  - Snow plowing and ice control
  - Incidental operations as agreed
2. For the Limited Highway Maintenance services rendered, the Village shall bill the County and the County shall pay to the Village an annual lump sum amount of Three Thousand and No/100 Dollars (\$3,000.00).

3. The County shall continue to perform at the sole cost of the County all other items of routine highway maintenance including but not limited to the following:
  - All highway striping
  - Highway resurfacing
  - Highway reconstruction
  - Maintenance of all highway signs
  - Crack sealing
  - Shoulder grading
4. The County acknowledges that said items listed in paragraph 3 above shall be performed in accordance with the Illinois Compiled Statutes, standards promulgated by the Illinois Department of Transportation.
5. This Agreement shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns.
6. The failure of either the County or Village at any time to insist upon performance or strict compliance with any term, covenant, agreement or condition contained herein shall not in any manner be construed as a release of any right of either party hereunder or as a waiver of any right to enforce any term, covenant, agreement or condition herein contained.
7. The Village shall indemnify, defend, and save harmless as herein provided, the County, its officers, agents, officials, servants, and employees from any and all liability, claims, manner of actions, cause, and causes of action, suits, sums of money, covenants, controversies, agreements, promises, damages, judgments, claims, and demands, whatsoever, in law or in equity, and particularly and without limiting the generality of the forgoing any and all personal injuries, property damage or death, including claims for indemnity or contribution, attorneys' fees, and litigation expenses all and in any case or manner arising out of, caused by, or in consequence of the negligence of the Village, and/or their employees, officers, agents, or servants arising from its obligations under this Agreement.
8. The County shall indemnify, defend, and save harmless as herein provided, the Village, its officers, agents, officials, servants, and employees from any and all liability, claims, manner of actions, cause, and causes of action, suits, sums of money, covenants, controversies, agreements, promises, damages, judgments, claims, and demands, whatsoever, in law or in equity, and particularly and without limiting the generality of the forgoing any and all personal injuries, property damage or death, including claims for indemnity or contribution, attorneys' fees, and litigation expenses all and in any case or manner arising out of, caused by, or in consequence of the negligence of the County, and/or their employees, officers, agents, or servants arising from its obligations under this Agreement.
9. No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing approved by the governing body of each party hereto and signed by their respective commissioner or chairman.

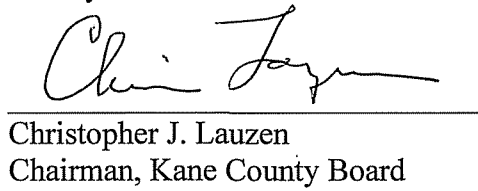
- 10. This agreement may be terminated by either Party hereto, commencing the ensuing year, upon ninety days written notice of such termination, prior to January 1, to the Village's President or the County's County Engineer.
- 11. This Agreement shall remain in full force and effect, subject to the termination provisions set forth in paragraph 10, until the 30th day of November 2017.

IN WITNESS WHEREOF, the parties set their hands and seals as of this 11<sup>th</sup> day of December 2012.

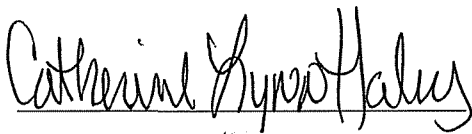
Village of Carpentersville

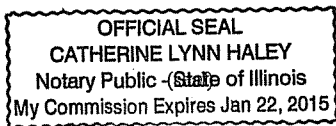
  
J. Mark Rooney  
Village Manager

County of Kane


  
Christopher J. Lauzen  
Chairman, Kane County Board

ATTEST:

  
Catherine Lynn Haley



ATTEST:

  
Jack Cunningham  
Kane County Clerk

