

OSWEGO TOWNSHIP

RESOLUTION NO. 2019 - 11

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT BETWEEN
OSWEGO TOWNSHIP ROAD DISTRICT AND
BRISTOL TOWNSHIP ROAD DISTRICT FOR
THE MAINTENANCE OF SOUTH COMMERCE COURT**

**ADOPTED BY
THE BOARD OF TRUSTEES OF
OSWEGO TOWNSHIP**

This 10th day of December, 2019

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A RESOLUTION APROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN OSWEGO TOWNSHIP ROAD DISTRICT AND BRISTOL TOWNSHIP ROAD DISTRICT FOR THE MAINTENANCE OF SOUTH COMMERCE COURT

RECITALS

WHEREAS, the Township of Oswego, Kendall County, Illinois (the "Township") is a township duly organized under the laws of the State of Illinois, including the Illinois Township Code, and a unit of local government as defined in Section 1 of Article VII of the Illinois Constitution;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

WHEREAS, the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, the Oswego Township Road District desires to enter into an Agreement (attached hereto and incorporated herein as Exhibit A) with the Bristol Township Road District to assume certain street maintenance duties to more efficiently provide such services to the residents of both Townships;

WHEREAS, the Township Board of Trustees has full authority to make all contract necessary in the exercise of the township's powers pursuant to 60 ILCS 1/85-10(d); and

WHEREAS, the Board has determined that it is and remains in the best interest of the safety, health, and welfare of residents of the Township to assume such services for the overall benefit of the residents.

THEREFORE, BE IT RESOLVED by the Board of Trustees of Oswego Township, Kendall County, Illinois, as follows:

Section 1: The Township Board finds and determines the foregoing Recitals to be true and correct, and said Recitals are incorporated herein as if written out here in full.

Section 2: The Township Board hereby approves and authorizes the execution of the Agreement substantially in the form attached hereto and made a part hereof collectively as Exhibit A;

Section 4: The officers, employees and/or agents of the Township shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section 5: The Township Board hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Township is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Agreement and of this Resolution.

Section 7: If any section, paragraph, or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

Section 8: This Resolution shall be in full force and effect upon its passage and approval as required by law.

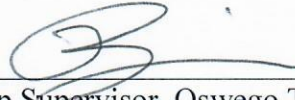
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ADOPTED this 10th day of December, 2019, by the following roll call vote:

AYES 5

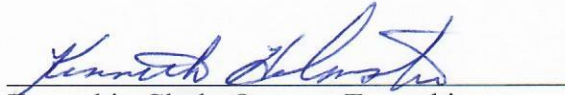
NAYS: 0

ABSENT: 0



Township Supervisor, Oswego Township

ATTEST:


Township Clerk, Oswego Township

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

SS

CLERK'S CERTIFICATE

I, Kenneth Holmstrom, the duly qualified and acting Clerk of Oswego Township, Kendall County, Illinois, do hereby certify that attached hereto is a true and correct copy of a resolution entitled:

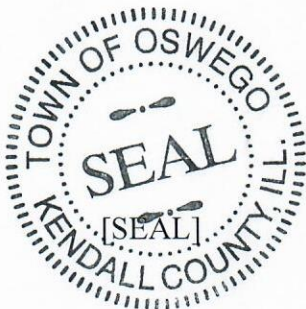
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which Resolution was duly adopted by the Board of Trustees of Oswego Township at a regular meeting held on the 10th day of December, 2019.

I do further certify that a quorum of the Board of Trustees was present at said meeting, and that all of the requirements of the Illinois Open Meetings Act were complied with.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of December, 2019.





Township Clerk, Oswego Township

**INTERGOVERNMENTAL AGREEMENT
BETWEEN OSWEGO TOWNSHIP ROAD DISTRICT
AND BRISTOL TOWNSHIP ROAD DISTRICT
FOR THE MAINTENANCE OF SOUTH COMMERCE COURT**

THIS AGREEMENT entered into this 10th day of December, 2019 by and between the OSWEGO TOWNSHIP ROAD DISTRICT, an Illinois Road District (hereinafter referred to as "OSWEGO"), and the BRISTOL TOWNSHIP ROAD DISTRICT, an Illinois Road District (hereinafter referred to as "BRISTOL"), collectively referred to as the "Parties";

WITNESSETH

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities;

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. further authorizes intergovernmental cooperation; and

WHEREAS, there is a mutual benefit of combining resources for the purpose of reducing costs to maintain the roadways of OSWEGO and BRISTOL;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OTHER MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1. OSWEGO agrees to perform snow and ice removal; mowing; pavement maintenance including pot hole patching and paving; and tree removal for the portions of SOUTH COMMERCE COURT that extend beyond the western boundary of OSWEGO and into BRISTOL insofar as the portion thereof abuts LOTS 7, 8, 9, and 10 of the LIGHT ROAD INDUSTRIAL PARK SUBDIVISION.

Section 2. The Parties recognize that changes may occur to the jurisdictional boundaries. The Parties agree to meet periodically, as needed, to discuss any changes to maintenance responsibilities.

Section 3. Oswego shall perform their obligations under this Agreement in accordance with their own internal policies on roadway maintenance and snow removal exercising reasonable discretion to provide the services in a manner appropriate under the existing circumstances, treating the roadway no different than any other roadway maintained by that party. Oswego's performance of the obligations shall be done at its own sole cost and expense.

Section 4. Each Party shall name the other party as an additional insured in the appropriate insurance policy of each party. The Parties shall exchange appropriate certificates and endorsements of insurance upon execution of this Agreement.

Section 5. This Agreement shall remain valid unless written notice is provided at least 60 days in advance of termination. All notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified Mail, postage prepaid and return receipt requested, as follows:

For OSWEGO:
Oswego Township Road District
84 Templeton Dr. Suite 104
Oswego, IL 60543
Attn: Bob Rogerson, Highway Commissioner

For BRISTOL:
Bristol Township Road District
P.O. Box 165
Bristol, IL 60512
Attn: Jeff Corneils, Highway Commissioner

or such addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this paragraph.

Section 6. Miscellaneous:

- A. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenants, agreement or condition, but the same shall continue in full force and effect.
- B. The Township Highway Commissioner of the respective parties hereby warrant that they have been lawfully authorized by the governing boards of the respective parties to execute this Agreement. The Parties shall, upon request, deliver to each other at the respective time copies of all resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective party.
- C. This Agreement constitutes the entire Agreement between the Parties and shall be binding upon the parties hereto unless authorized in accordance with law, reduced in writing and signed by the Township Highway Commissioner, or their respective designees.
- D. This Agreement shall be governed by the laws of the State of Illinois and the Parties will at all times comply with all applicable laws, rules, and regulations that may affect the subject matter of this Agreement or the parties hereto.
- E. The parties agree that the Kendall County Circuit Court shall be the sole venue for any litigation arising from this agreement.
- F. If any claims, injuries, damages, losses or suits arise out of the acts, errors, or omissions of one of the parties to this Agreement, that party shall defend and indemnify the other party for said claims, injuries, damages, losses, or suits.

[The remainder of the page was intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have had their duly authorized officers execute this Agreement as of the 10th day of December, 2019.

Oswego Township Road District,
An Illinois Road District

ATTEST:

By: Robert Rogerson
Its: Highway Commissioner

By: Kenneth H. Lust
Its: Township Clerk

Bristol Township Road District,
An Illinois Road District

ATTEST:

By: Jeff Cornick
Its: Highway Commissioner

Attest Glenn E. Bennett
By: _____
Its: Township Clerk