



ORDINANCE NO. 2210-22

AN ORDINANCE AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HAWTHORN WOODS AND FREMONT TOWNSHIP FOR SHARED RESPONSIBILITY FOR SNOW AND ICE CONTROL AND ROAD MAINTENANCE OF CERTAIN STREETS

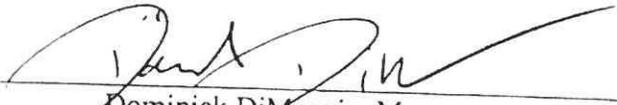
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are hereby authorized and directed, to enter into an intergovernmental agreement with Fremont Township for shared responsibility for snow and ice control and road maintenance of certain streets, as attached hereto as Attachment "A", and, by this reference made a part hereof.

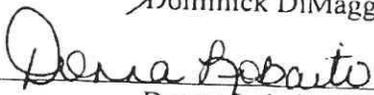
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on November 28, 2022.

AYES: Kaiser, Bauer, David, McCarty, Rejcek, Hurst

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: November 28, 2022

APPROVED: November 28, 2022

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HAWTHORN WOODS AND FREMONT TOWNSHIP FOR SHARED RESPONSIBILITY FOR SNOW AND ICE CONTROL AND ROAD MAINTENANCE OF CERTAIN STREETS**

This Agreement, dated this 30 day of November, 2022, is made by and between the Village of Hawthorn Woods, Illinois, hereinafter referred to as "Village" and Fremont Township, hereinafter referred to as "Township".

WHEREAS, the Village is a unit of local governmental located within Lake County, Illinois; and

WHEREAS, the Township is a body politic and corporate within Lake County, Illinois; and

WHEREAS, the Township and the Village have worked cooperatively in the past to maximize efficiencies with such snow and ice control activities; and

WHEREAS, the Village and the Township believe it is in the best interests of both to enter into an intergovernmental agreement ("Agreement") to share snow and ice control responsibilities for certain streets within each municipality; and,

WHEREAS, the Village and the Township believe it is in the best interests of both to enter into an Agreement to share maintenance responsibilities of certain streets within each municipality; and,

WHEREAS, the Village and Township are ready, willing and able to enter into an Agreement and perform the obligations as required thereunder.

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government, including townships and municipalities, to cooperate with each other in order to accomplish common goals and objectives, and to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government, including townships and municipalities, to exercise jointly any powers, 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 Township and the Village have duly authorized their respective presiding officers to enter into and execute this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, the Township and the Village hereby agree as follows:

1. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.
2. Both parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village and of the Township are entering into this Agreement in their corporate capacities as member of such group and shall have no personal liability in their individual capacities.
3. Purpose. The purpose of this Agreement is to share responsibility of snow and ice control and road repair and maintenance for certain streets within each municipality, including the parts of Owens Road, N LaVista Drive and N Turf Hill Drive that are located within the Village.
4. Duration. This Agreement shall continue for a period of four (4) years from the date hereof; provided, however, either party may cancel this Agreement by serving written notice of cancellation upon the other party upon 30 days-notice of such cancellation.
5. Maintenance: The Township may perform the following: street maintenance to the previously mentioned public roads of the Village which shall include:
  - A. Road and shoulder patch, repair, maintenance and replacement.
  - B. Right-of-way repair and maintenance.
  - C. Grass mowing of rights-of-ways.
  - D. Providing the necessary equipment, materials and/or labor to accomplish the purpose of the Agreement.
6. Snow and Ice Control: The Township may perform snow and ice control on the previously mentioned public roads of the Village and the Village may perform snow and ice control on the parts of Owens Road that are located within the Township.
7. Public Liability Insurance: The parties shall carry public liability insurance in an amount of not less than \$1,000,000.00 per person, per occurrence, and such policies shall name the other party as Additional Insured for work performed pursuant to this Agreement.
8. Notice or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, address as follows:

If to the Village:  
Chief Operating Officer  
Pamela O. Newton  
2 Lagoon Drive  
Hawthorn Woods, IL 60047

If to the Township:  
Highway Commissioner  
Alicia Dodd  
22376 W. Erhart Road  
Mundelein, IL 60060

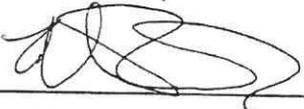
or to such other address as any party may from time to time designate in written notice to the other party. Any notice sent by registered or certified mail shall be considered delivered to the other party on the third day after mailing provided there is proper written proof of the mailing.

8. This Agreement shall be in full force and effect from and after its execution by the Township and the Village and shall bind their respective successors and assigns. No amendment to this Agreement shall be effective without the written consent thereto of both the Township and the Village, as evidenced by their duly enacted resolutions or ordinances.

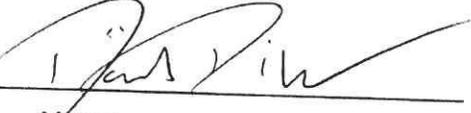
9. If any provision, clause, word, or designation of this Agreement is held to be invalid by any court or competent jurisdiction, such provision, clause, word, or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provisions, clause, word, or designation contained herein.

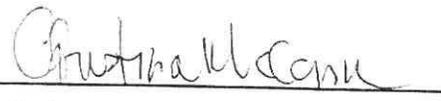
Signed:

Fremont Township

By:   
Highway Commissioner

Village of Hawthorn Woods

By:   
Mayor

Attest:   
Clerk

Attest:   
Village Clerk