

**VILLAGE OF VERNON HILLS
ORDINANCE 2022-020**

AN ORDINANCE APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR SNOW AND ICE CONTROL WITH VERNON TOWNSHIP

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village contracts with various entities for the snow removal of streets, cul-de-sacs, and sidewalks; and

WHEREAS, the Village previously contracted with Vernon Township for all or portions of streets within the Sugar Creek, River Grove, Georgetown Square, Writer Court Subdivisions; and

WHEREAS, the Village has added new streets and sidewalks to our snow and ice control program; and

WHEREAS, the Village and Vernon Township desire to add roads within Town Center and Woodland Chase subdivisions to the snow and ice agreement as well as salting operations within the Sarah’s Glen subdivision given the Township’s proximity to these streets; and

WHEREAS, the Amended and Restated Intergovernmental Agreement for Snow and Ice Control (Exhibit A) has been revised to include these streets as well as compensation for these services; and

WHEREAS, the Village Board hereby agrees that this Intergovernmental Agreement is in the best interests of our residents.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: APPROVAL: The Village Manager is hereby authorized to execute the Intergovernmental Agreement with Vernon Township for snow & ice control services.

SECTION 2: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 3: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2022-020.

Dated the 1st of March 2022.

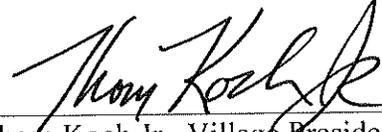
[SIGNATURE PAGE TO FOLLOW]

Adopted by roll call votes as follows:

AYES: 6 – Marquardt, Forster, Oppenheim, Koch, Schenk, Takaoka

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 – Byrne

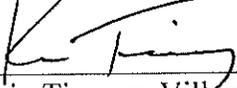


Thom Koch Jr., Village President Pro Tem

PASSED: 03/01/2022

APPROVED: 03/01/2022

ATTEST: 03/01/2022



Kevin Timony, Village Clerk

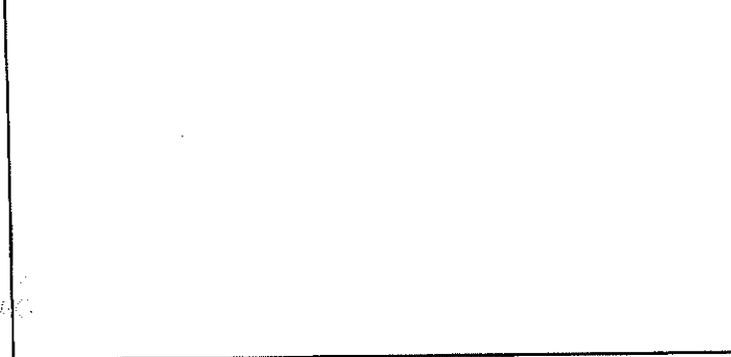


ATTACHMENT A

Amended and Restated Intergovernmental Agreement for Snow and Ice Control

1 **THIS INSTRUMENT PREPARED BY**
2 **AND RETURN TO:**

3
4 Klein, Thorpe and Jenkins, Ltd.
5 20 N. Wacker Drive, Suite 1660
6 Chicago, IL 60606
7 Attention: James V. Ferolo
8
9



10
11
12 **THE ABOVE SPACE FOR RECORDER'S USE**

13
14
15 **AMENDED AND RESTATED**
16 **INTERGOVERNMENTAL AGREEMENT**
17 **FOR SNOW AND ICE CONTROL**

18
19 **THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT** is
20 entered into this 1st day of March, 2022, by and between **THE VILLAGE OF**
21 **VERNON HILLS**, an Illinois municipal corporation (the "Village"), and **THE VERNON**
22 **TOWNSHIP** (the "Township") in the exercise of their intergovernmental cooperation power under the
23 Illinois Constitution and the Illinois Governmental Cooperation Act and of their respective authorities
24 under the Illinois Municipal Code. Both parties have approved this Agreement and adopted it in the
25 manner required by law.

26
27
28 **WITNESSETH**

29
30 **WHEREAS**, the parties hereto have contiguous boundaries adjacent to which are located certain
31 municipal streets and roadways maintained by each of the parties hereto;

32
33 **WHEREAS**, vehicular traffic from each of the said municipalities use such roadways located in
34 the territory of the other municipality;

35
36 **WHEREAS**, certain road surfaces on certain of such roads become covered with ice and snow
37 during the winter months creating hazards to the safety of the residents of both municipalities;

38
39 **WHEREAS**, the parties hereto deem it an emergency matter that such ice and snow removal be
40 made at the earliest possible time following each snowfall;

41
42 **WHEREAS**, Article VII, Section 10, of the 1970 Constitution of the State of Illinois, and 5 ILCS
43 220/1 *et seq.* of the Illinois Compiled Statutes, (1998), authorize and encourage intergovernmental
44 cooperation, and this Amended and Restated Agreement is entered into pursuant to the provisions of the
45 Intergovernmental Cooperation provisions of said Constitution and Act.
46

47 **WHEREAS**, the parties entered into a similar agreement dated October 31, 2001 (the "Original
48 Agreement");

49 **WHEREAS**, the parties seek to amend and restate the Original Agreement herein.
50

51 **NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and promises
52 contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as
53 follows:
54

55 1. The foregoing Recitals are incorporated herein by this reference as if restated verbatim
56 and in their entirety in this Paragraph 1.
57

58 2. The Township shall provide necessary labor, equipment and materials for the purpose of
59 removing ice and snow from roads located within the Sugar Creek Subdivision (Creek View Dr. and
60 Creek Bend Dr.), River Grove Court, River Grove Lane, 350 feet of Port Clinton Road from US Route 45
61 West to the Center of the Indian Creek Bridge, Georgetown Way, Writer Court, and those portions of
62 Woodbine Circle located within the Village boundaries. The Township shall also notify the Village of
63 road problems and damaged signs caused by the Township snow and ice removal activities from October
64 1 through April 30 of each year (the "Winter Season").
65

66 3. The term of this Agreement shall commence on March 01, 2022 and
67 terminate on October 1, 2022 (the "Initial Term"). This Agreement shall automatically renew for
68 additional one (1) year terms (the "Renewal Term") unless the Township provides the Village with
69 written notice of its intention not to renew by at least October 1 of the then-current term.
70

71 During the Renewal Term, paragraph 2 will also include roads within Town Center (Byrne
72 Boulevard, Town Center Road and E Port Clinton Road), Woodland Chase Subdivision (Sislow Lane and
73 Woodland Chase Lane), and salting of Christine Court and Ashley Court within the Sarah's Glen
74 Subdivision.
75

76 4. The Village shall compensate the Township as follows:
77

78 a. During the Initial Term:-One Hundred Thirty-Four and 17/100 Dollars (\$134.17)
79 per hour for Labor 1 Truck and Operator, One Hundred Fifty-Four and 69/100 Dollars (\$154.69) per hour
80 for Labor 1 Truck and Operator during overtime, One Hundred Twenty-Two and 17/100 Dollars
81 (\$122.17) per hour for Labor 2 Truck and Operator, and One Hundred Thirty-Six and 69/100 Dollars
82 (\$136.69) per hour for Labor 2 Truck and Operator during overtime, Seventy-Five and 11/100 Dollars
83 (\$75.11) per ton for Salt & Calcium, Four Hundred-Eighty and No/100 Dollars (\$480) for Pre-Treating,
84 and an indirect cost payment of 10% of truck and labor costs.
85

86 b. During each Renewal Term: Sixty (60) days prior to the renewal date, the
87 Township shall provide the Village with the adjusted rates for that Renewal Term. If the Village accepts
88 such rates, as evidenced by (i) written acknowledgment, or (ii) allowing the Township to begin snow
89 removal, this Agreement shall automatically renew for the next term.
90

91 c. The Village shall reimburse the Township within thirty (30) days of a receipt
92 evidencing the charges.
93

94
95 5. The Township shall undertake said snow and ice removal work at the earliest available
96 time after each snowfall and shall complete same within a reasonable time.
97

98 6. The Village agrees to take all necessary steps to afford the Township access for the
99 purpose of performing said work, including, but not limited to, traffic control, limitation on parking,
100 access to Village roads, and such other cooperation as shall be necessary or appropriate.
101

102 7. The Village agrees to defend, indemnify and hold the Township harmless of and from
103 any and all loss, cost, damages or expenses, including attorney's fees, witness fees and other litigation
104 expenses, arising out of or in the course of the work performed pursuant to this Agreement.
105

106 8. The Township agrees to maintain insurance coverage of its obligations under this
107 Agreement either with commercial general liability insurance coverage for bodily injury, personal injury
108 and property damage with limits no less than \$3,000,000 per occurrence, or, if the Township is self-
109 insured or a member of an intergovernmental pool or provides for its risk financing by a means other than
110 commercial insurance, it shall keep in force at all times during the term of this Agreement general liability
111 coverage for bodily injury, personal injury and property damage with limits no less than \$3,000,000 per
112 occurrence, with a Minimum General Aggregate no less than \$5,000,000 per person per aggregate. The
113 Township shall also maintain Automobile Liability with limits no less than \$1,000,000 combined single
114 limit per accident for bodily injury and property damage and Workers' Compensation and Employers'
115 Liability as required by the Labor Code of the State of Illinois and Employers' Liability with limits no less
116 than \$500,000 per accident. The Township' Workers' Compensation insurer shall agree to waive all rights
117 or subrogation against the Village, its officials, employees or volunteers for losses arising from work
118 performed by Township for the Village. The insurance carrier used by the Township shall have a
119 minimum insurance rating of A- according to the AM Best insurance Rating Schedule and licensed to do
120 business in the State of Illinois. Any deductibles or self-insured retentions must be declared to and
121 approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such
122 deductibles or self-insured retentions as respects the Village, its officials, employees and volunteers; or
123 the Township shall procure a bond guaranteeing payment of losses and related investigation, claim
124 administration and defense expenses. The Township shall, within five (5) business days of a request from
125 the Village, furnish certificates of the insurance and/or coverage in place as required herein. The Village,
126 its elected officials, officers, agents, attorneys, employees and volunteers are to be covered as Additional
127 Insureds with regard to liability arising out of activities performed by or on behalf of the Township and
128 for materials, and equipment procured, owned, leased, hired or borrowed by the Township. The coverage
129 shall contain no special limits on the scope of the protection afforded to the Village, its officials,
130 employees or volunteers. The Township's insurance coverage shall be primary insurance with regard to
131 the Village, its elected officials, officers, agents, attorneys, employees and volunteers. Any insurance or
132 self-insurance maintained by the Village, its officials, employees or volunteers shall be excess of the
133 Township's insurance and shall not contribute with it. The Township's policy or policies of insurance
134 shall specifically recognize and cover the Township's indemnification obligations under this contract, and
135 shall contain cross-liability endorsements. The Township shall furnish the Village with certificates of
136 insurance and copies of all policies of insurance naming the Village, its officials, agents, employees and
137 volunteers as additional insureds, and with original endorsements affecting coverage required by this
138 clause. The certificates and endorsements for each insurance policy are to be signed by a person
139 authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on
140 forms provided by the municipality and are to be received and approved by the municipality before any

141 work commences. The Village reserves the right to request full certified copies of the insurance policies.
142 The Township shall furnish evidence of such insurance to the Village prior to the Effective Date, and then
143 on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its
144 elected officials, officers, agents, attorneys and employees as additional insureds. The Village shall have
145 the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.
146

147 9. Nothing contained in this Agreement is intended to constitute, nor shall constitute, a
148 waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental
149 Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*) with respect to claims against any Party by
150 third parties.
151

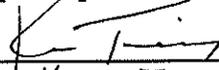
152 10. All notices required hereunder shall be in writing and shall be served personally or by
153 registered or certified mail, return receipt requested as follows:
154

155 **To Vernon Hills:** Village of Vernon Hills
156 290 Evergreen Drive
157 Vernon Hills, Illinois 60061
158 *Attention: Kevin Timony*
159

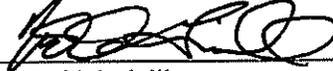
160 **To Township:** Vernon Township Road District
161 3050 North Main Street
162 Buffalo Grove, Illinois 60089
163 *Attention: Todd Gedville*
164

165 **IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year
166 first above written.
167

168 **THE VILLAGE OF VERNON HILLS, an Illinois**
169 **municipal corporation**

170 By: 
171 Name: Kevin Timony
172 Title: Village Manager
173
174

175 **THE VERNON TOWNSHIP ROAD DISTRICT**

176 By: 
177 Name: Todd Gedville
178 Title: Township Manager
179
180
181
182