

**VILLAGE OF VERNON HILLS  
ORDINANCE 2023-119**

**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, Town Center, and Woodland Chase subdivisions; as well as salting operations within the Sarah’s Glen subdivision; and

**WHEREAS**, the Township is unable to secure the necessary staff to fulfill their obligations to the Village for the 2023-24 Winter season; and will reduce their services to the Village by eliminating snow operations within the River Grove, Writer Court, Town Center, and Woodland Chase, and Sarah’s Glen subdivisions; and only service the Sugar Creek and Georgetown subdivisions; along with Port Clinton Road (South of US Hwy 45); and

**WHEREAS**, the Amended and Restated Intergovernmental Agreement for Snow and Ice Control (Exhibit A) has been revised to include these changes; 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 2023-119.

Dated the 12th of December, 2023.

Adopted by roll call votes as follows:

AYES: 7 – Marquardt, Oppenheim, Takaoka, Forster, Schenk, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 12/12/2023

APPROVED: 12/12/2023

ATTEST: 12/12/2023

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

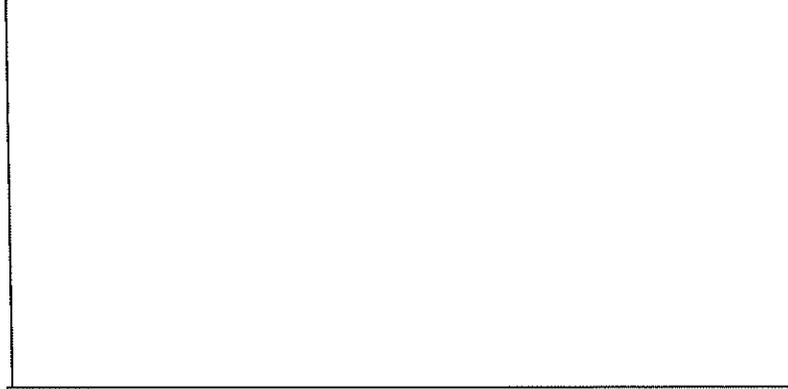


**EXHIBIT A**

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



13 **THE ABOVE SPACE FOR RECORDER'S USE**

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 \_\_\_ day of \_\_\_\_\_, 2023 , by and between **THE VILLAGE OF VERNON HILLS,**  
21 **an Illinois municipal corporation** (the "Village"), and **THE VERNON TOWNSHIP ROAD**  
22 **DISTRICT** (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 **W I T N E S S E T H**  
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           **NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and promises  
51 contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as  
52 follows:  
53

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

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

64           3.       The term of this Agreement shall commence on \_\_\_\_\_, 2023 and terminate on  
65 November 1, 2024 (the “Initial Term”). This Agreement shall automatically renew for additional one (1)  
66 year terms (the “Renewal Terms”) unless either party provides the other with written notice of its  
67 intention not to renew by at least October 1 of the then-current term.  
68

69           4.       The Village shall compensate the Township as follows:  
70

71           a.       During the Initial Term: One Hundred Thirty-Four and 17/100 Dollars (\$134.17)  
72 per hour for Labor 1 Truck and Operator, One Hundred Fifty-Four and 69/100 Dollars (\$154.69) per hour  
73 for Labor 1 Truck and Operator during overtime, One Hundred Twenty-Two and 17/100 Dollars  
74 (\$122.17) per hour for Labor 2 Truck and Operator, and One Hundred Thirty-Six and 69/100 Dollars  
75 (\$136.69) per hour for Labor 2 Truck and Operator during overtime, Eighty Nine and 11/100 Dollars  
76 (\$89.11) per ton for Salt & Calcium, and Fourteen and 47/100 Dollars (\$14.47) to pretreat the salt.  
77

78           b.       During each Renewal Term: Sixty (60) days prior to the renewal date, the  
79 Township shall provide the Village with the adjusted rates for that Renewal Term. If the Village accepts  
80 such rates, as evidenced by (i) written acknowledgment, or (ii) allowing the Township to begin snow  
81 removal, this Agreement shall automatically renew for the next term unless the Agreement is terminated  
82 in accordance with Section above.  
83

84           c.       The Village shall reimburse the Township within thirty (30) days of a receipt  
85 evidencing the charges.  
86

87           5.       The Township shall undertake said snow and ice removal work at the earliest available  
88 time after each snowfall and shall complete same within a reasonable time.  
89

93           6.       The Village agrees to take all necessary steps to afford the Township access for the  
94 purpose of performing said work, including, but not limited to, traffic control, limitation on parking,  
95 access to Village roads, and such other cooperation as shall be necessary or appropriate.  
96

97           7.       The Village agrees to defend, indemnify and hold the Township harmless of and from  
98 any and all loss, cost, damages or expenses, including attorney's fees, witness fees and other litigation  
99 expenses, arising out of or in the course of the work performed pursuant to this Agreement.  
100

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

140 Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably  
141 withheld.

142  
143 9. Nothing contained in this Agreement is intended to constitute, nor shall constitute, a  
144 waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental  
145 Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*) with respect to claims against any Party by  
146 third parties.

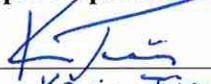
147  
148 10. All notices required hereunder shall be in writing and shall be served personally or by  
149 registered or certified mail, return receipt requested as follows:

150  
151 **To Vernon Hills:** Village of Vernon Hills  
152 290 Evergreen Drive  
153 Vernon Hills, Illinois 60061  
154 *Attention: David H. Brown*

155  
156 **To Township:** Vernon Township Road District  
157 3050 North Main Street  
158 Buffalo Grove, Illinois 60089  
159 *Attention: Todd Gedville*

160  
161 **IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year  
162 first above written.

163  
164 **THE VILLAGE OF VERNON HILLS, an Illinois**  
165 **municipal corporation**

166  
167 By:   
168 Name: Kevin Timony  
169 Title: Village Manager

170  
171  
172 **THE VERNON TOWNSHIP ROAD DISTRICT**

173  
174 By: \_\_\_\_\_  
175 Name: \_\_\_\_\_  
176 Title: \_\_\_\_\_  
177  
178

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2023-119

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

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
12<sup>th</sup> day of December, 2023

STATE OF ILLINOIS )  
 )  
COUNTY OF LAKE )

CERTIFICATE

I, KEVIN TIMONY, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON DECEMBER 12, 2023, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2023-119 AN ORDINANCE APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR SNOW AND ICE CONTROL WITH VERNON TOWNSHIP.

THE PAMPHLET FOR ORDINANCE NO. 2023-119 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED DECEMBER 12, 2023 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 12<sup>TH</sup> DAY OF DECEMBER 2023.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

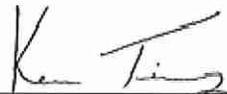
SEAL



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS        )  
  )  
COUNTY OF LAKE         )

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2023-119 AN ORDINANCE APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR SNOW AND ICE CONTROL WITH VERNON TOWNSHIP TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM DECEMBER 12, 2023 TO DECEMBER 22, 2023.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 12<sup>th</sup> DAY OF DECEMBER 2023

  
\_\_\_\_\_  
Notary Public

