

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*7.e

Title:

**Recommendation to Approve an Intergovernmental Agreement with St. Charles Township Regarding Snow/Ice Control**

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: October 22, 2018

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted: ☐**Executive Summary** *(if not budgeted please explain):*

In 2013 the City entered into a 5-year agreement with St. Charles Township for snow and ice control services. The agreement is set to expire prior to the 2018/19 winter season. An additional 5-year extension has been proposed.

The agreement with St. Charles Township memorializes a long-term practice of exchanging plowing services based on where the delivery of service made practical sense in relation to existing routes. For many years the City and St. Charles Township have mutually agreed to provide snow and ice services for streets under the jurisdiction of the other political body. For example, St. Charles Township performed snow/ice control along the City right of way on Dover Hill Court, located at the north end of the Crane Road Estates Subdivision, and the City performed snow/ice control along the Township rights of way on Toni and Bonnie Streets, located along Kautz Road. This letter of agreement addresses in writing the understanding and also addresses liability, along with establishing a set five (5) year term.

The agreement may be revisited at any time, but will expire prior to the 2023/24 winter season.

**Attachments** *(please list):*

\* Letter of Agreement with St. Charles Township for Snow Removal/Anti-icing Services

**Recommendation/Suggested Action** *(briefly explain):*

Recommendation to approve the agreement with St. Charles Township for snow and ice control services.



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October 2, 2018

Mr. Steve Frohling  
Highway Commissioner  
St. Charles Township Road District  
1725 Dean Street  
St. Charles, IL 60174-1391

Dear Commissioner Frohling:

This letter serves to confirm our agreement regarding salting and plowing of snow for a five (5) year contract period from 2018 through the 2022/2023 winter snow season.

It is agreed that St. Charles Township ("Township") will plow Peck Road from the bike path on the north to Illinois Route 64; all of Oakwood Drive in the Rainbow Hills sub-division; and Crane Road, from Illinois Route 31 to the entrance of Crane Road Estates. Under a separate agreement, St. Charles Township will plow all of Dover Hill.

In return, The City of St. Charles ("City") will plow the County Line sub-division off Kautz Road, which consists of Bonnie Street, Denny Street and Toni Street; and north one-hundred (100) feet on Seventeenth Street.

The employees of each party performing operations under this agreement shall remain employees of such party and subject to such party's control and direction.

To the fullest extent permitted by law, the Township hereby agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officers, agents, employees, and volunteers, arising in whole or in part or in consequence of the performance of this agreement by the Township, its officers, agents, employees, and volunteers, or which may anywise result therefrom, except that arising out of the sole legal cause of the City, its officers, agents, employees and volunteers

To the fullest extent permitted by law, the City hereby agrees to defend, indemnify and hold harmless the Township, its officers, agents, employees and volunteers, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Township, its officers, agents, employees, and volunteers, arising in whole or in part or in consequence of the performance of this agreement by the City, its officers, agents,

RAYMOND P. ROGINA *Mayor*

MARK KOENEN, P.E. *City Administrator*

TWO EAST MAIN STREET

ST. CHARLES, IL 60174

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employees, and volunteers, or which may anywise result therefrom, except that arising out of the sole legal cause of the Township, its officers agents, employees and volunteers

Each party to this agreement shall maintain comprehensive general liability insurance, property damage and casualty insurance and workers' compensation insurance upon such terms and in such amounts as is commercially reasonable.

This agreement may be terminated by either party upon ten (10) days written notice to the other party. Such notice shall be given to the signatories to this agreement at the address set forth herein.

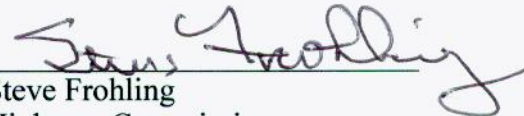
Please sign on the line above your name at the bottom of this letter to acknowledge your agreement with this intergovernmental agreement and return to me by facsimile for my records.

If you have any questions, please feel free to contact me at my office.

Sincerely,

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Raymond P. Rogina  
Mayor  
City of St. Charles



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Steve Frohling  
Highway Commissioner  
St. Charles Township