

**City of St. Charles, Illinois  
Resolution No. \_\_\_\_\_**

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute an Intergovernmental Agreement between the City of St. Charles and St. Charles School District 303 for Traffic Signal Installation**

**Presented & Passed by the  
City Council on \_\_\_\_\_, 2013**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute an Intergovernmental Agreement between the City of St. Charles and St. Charles School District 303 for Traffic Signal Installation in the amount of \$125,000.00.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_th day of June, 2013

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_th day of June, 2013

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_th day of June, 2013

\_\_\_\_\_  
Raymond P. Rogina, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

- Ayes:
- Nays:
- Absent:
- Abstain:

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT (the "Agreement"), made and entered into this 11<sup>th</sup> day of JUNE, 2013, by and between the CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois (the "City") and the ST. CHARLES COMMUNITY UNIT SCHOOL DISTRICT 303, Kane and DuPage Counties, Illinois (the "District"), the City and the District singularly being referred to as a "Party" and collectively as the "Parties".

**WITNESSETH**

WHEREAS, units of local government and school districts, including the Parties to this Agreement, are authorized to contract with each other in any manner not prohibited by law or ordinance, to exercise, combine or transfer any power or function in any manner not prohibited by law, and to use their credit, revenues and other resources to pay costs and to service debt related to intergovernmental activities, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the Parties are "public agencies" as defined within the Intergovernmental Cooperation Act, (5 ILCS 220/1, *et seq.*) and, by that Act, are authorized to jointly exercise any power, privilege or authority which they might individually exercise and enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, the Parties have determined that it is in the mutual best interest of each Party that a stoplight be installed at the north entrance of St. Charles North High School at Red Gate Road (the "Project").

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each Party hereto hereby acknowledges, the Parties do hereby agree as

follows:

**Section 1. Incorporation of Recitals.** The preambles set forth above are hereby incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

**Section 2. Installation of Project.** The City shall be responsible for the design, construction and installation of the Project. All costs associated with the design, construction and installation of the Project, including, but not limited to, costs for labor, materials and equipment shall be paid by the City when due, subject to reimbursement from the District as hereinafter provided.

**Section 3. Reimbursement of Project Costs.** The District agrees to reimburse the City for the costs of the east bound right turn lane serving St. Charles North High School, including construction and engineering. In no event shall the District's reimbursement exceed \$125,000. The District agrees to pay and reimburse the City for such costs within thirty (30) days of receipt of an invoice containing an itemization from the City, along with such additional documentation as the District may reasonably request to verify the City's payment of such costs.

**Section 4. Mutual Cooperation.** The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the enactment by the Parties of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

**Section 5. Notices.** All notices hereunder shall be in writing and must be served either

personally or by registered or certified mail to:

A. The City at:  
City of St. Charles  
2 East Main Street  
St. Charles, IL 60174  
Attention: City Administrator

B. The District at:  
201 South 7<sup>th</sup> Street  
St. Charles, IL 60174  
Attention: Superintendent of Schools

C. To such other person or place which either Party hereto, by its prior written notice, shall designate for notice to it from the other Party hereto.

**Section 6. No Third Party Rights.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to incur or discharge the obligation or liability of any third person to any Party, nor shall any provision give any third person any right of subrogation or action over or against any Party to this Agreement.

**Section 7. Integration.** This Agreement represents the entire understanding between the Parties and may be modified only by a written document signed by both Parties.

**Section 8. Assignment.** Neither of the Parties may assign its rights and privileges or its duties and obligations under this Agreement without the written consent of the other Party. This Agreement shall inure to the benefit of each Party and their respective successors and assigns.

**Section 9. Governing Law.** This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois.

**Section 10. Non-Waiver.** Any failure or delay by any Party in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights hereunder shall not operate as a

waiver of any such rights or to deprive it of or limit such rights in any way. No waiver in fact made by a Party with respect to any specific default by the other Party shall be considered or treated as a waiver of the rights of the waiving Party with respect to any other defaults by the defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

**Section 11. Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

**Section 12. Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be held to be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

**Section 13. Counterparts.** This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

CITY Of ST. CHARLES

By: \_\_\_\_\_  
Mayor

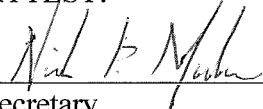
ATTEST:

\_\_\_\_\_  
City Clerk

ST. CHARLES COMMUNITY UNIT SCHOOL  
DISTRICT 303

By:  \_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF KANE         )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that STEVE SPURLING, President of St. Charles Community Unit School District 303 and NICK MANHEIM, Secretary of the St. Charles Community Unit School District 303, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of JUNE, 2013.

Christine Rachford  
Notary Public



STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF KANE            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond P. Rogina., Mayor of the City of St. Charles, and Nancy Garrison, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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