

**INTERGOVERNMENTAL AGREEMENT  
FOR ROAD MAINTENANCE**

This Intergovernmental Agreement for Road Maintenance including any exhibit attached hereto (collectively this “Agreement”) is made and entered into by and between the City of O’Fallon Illinois (the “City”) and the O’Fallon Township Road District (the “District”) as of \_\_\_\_\_, 2005 but actually executed by each of the undersigned municipalities on the date set forth beneath the respective signatures of their duly authorized officers below.

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220-1 et seq.) provide authority for the City and District to obtain shared services and to exercise, combine or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, the Circuit Court Twentieth Judicial Circuit St. Clair County, Illinois has determined that Hill Top Road situated in St. Clair County Illinois is a municipal street of the City of O’Fallon: and

WHEREAS, prior to Hill Top Road being determined to be a municipal street of the City of O’Fallon, the District maintained and currently maintains Hill Top Road

WHEREAS, the District has the equipment and manpower necessary to continue to maintain Hill Top Road

WHEREAS, the City is willing to reimburse the District for its costs to maintain Hill Top Road under and pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and District hereby agree and covenant as follows:

ARTICLE I                      ROAD MAINTANENCE

1.1.      Authority, Powers

- A) The City hereby requests from the District and the District agrees to provide to the City the requested services as set forth hereafter for the maintenance of Hill Top Road.
- B) For and during any period that the District is performing the requested services for the City, such services shall, except as

otherwise noted, be under the authority and direction of the District and the District shall have all the powers of the City necessary perform these services.

ARTICLE II SERVICES

2.1 Mowing

The District shall mow weeds and grass along both sides of Hill Top Road from its intersection with Troy Scott Road to the western end of Hill Top Road with said cutting/mowing to occur at times determined by the District but no less than four times each calendar year.

2.2 Snow Removal

The District shall remove snow from Hilltop Road from its intersection with Troy Scott Road to the western end of Hill Top Road whenever the District determines such snow removal is necessary. In addition whenever the District removes snow from the road it shall also treat the road with road salt and cinders.

2.3 Resurfacing

The District shall resurface Hill Top Road, oil and chip Hill Top Road, and fill pot holes on Hill Top Road only at the direction of the City.

2.4 Other Maintenance

Any other maintenance or repairs shall be undertaken only at the direction of the City.

ARTICLE III REIMBURSEMENT

3.1 The City hereby agrees to reimburse the District for expenses incurred by the District in connection with providing the requested services for the City according to the following fee schedule.

- A) Three hundred and twenty dollars (\$320) per calendar year for mowing (minimum of four mowings).
- B) Three hundred dollars (\$300) for snow removal per season (November-April). This is an average cost based upon the Districts experience. The cost

maybe greater or maybe less depending on the weather.

- C) Cost for resurfacing of Hill Top Road, filling the pot holes or other maintenance shall be determined by the parties prior to any such work being performed.

The City shall pay the reimbursable amount to the District no later than 60 days from receipt of a statement for same from the District.

ARTICLE IV            LIABILITIES

- 4.1    The District shall be solely responsible for any and all liability, employee benefits, wage and disability payments, pension and workers compensation claims, damages to or destruction of equipment arising out of or in connection with furnishing the requested services for the City under this agreement and shall hold the City harmless from any such claim(s).

ARTICLE V            NOTICES

- 5.1    Notices and Communications

Any notice, request, approval, demand, instruction or any other communication to be given to either party hereunder, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when deposited in U.S. mail, sent by certified mail, returned receipt requested, and such notices are addressed to the following addresses

City of O'Fallon  
255 South Lincoln  
O'Fallon, IL 62269  
Attn: City Clerk

O'Fallon Township Road District  
813 East State Street  
O'Fallon, IL 62269  
Attn: Highway Commissioner

ARTICLE VI           MISCELLANEOUS

- 6.1    Illinois Law

This Agreement shall be deemed to be an Intergovernmental Agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

6.2 Written Modification

Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated diminished or impaired other than by an instrument in writing duly authorized and executed by both the City and District.

6.3 Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto upon the same instrument.

6.4 Effective Date and Term

This Agreement shall become effective upon its execution and delivery by both the City and the District and shall remain in full force and effect thereafter until terminated by either party. Either party may terminate this agreement by giving the other party no less than sixty days (60) written notice of its intent to terminate this Agreement. Upon termination of the Agreement the District shall be reimbursed for all expenses prorated to the date of termination with said payment to be made within sixty days (60) of termination of the agreement.

6.5 Entire Agreement

This Agreement constitutes the entire Agreement of the City and the District on the subject hereof.

WITNESSETH WHEREOF, the City and the District have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath signatures of the respected officers set forth below.

City of O’Fallon

O’Fallon Township Road District

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

By: \_\_\_\_\_  
Supervisor

Attest \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Township Clerk

Date \_\_\_\_\_

Date \_\_\_\_\_