



VILLAGE OF HUNTLEY

VILLAGE PRESIDENT
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VILLAGE MANAGER
David J. Johnson

SENT VIA FAX AND E-MAIL

December 26, 2012

Ms. Linda Moore
Grafton Township Supervisor
P.O. Box 37
Huntley, IL 60142

Re: FOIA Request Received 12/21/12

Dear Ms. Moore,

Attached please find the Grafton Township Road District's Intergovernmental Agreement with the Village of Huntley, as requested.

Sincerely,

Barbara Read

Barbara Read
Management Assistant/Deputy FOIA Officer

VILLAGE OF HUNTLEY
FREEDOM OF INFORMATION ACT REQUEST

Name of Requester: Linda Moore

Name of person/organization for which records are being requested (if other than Requester)

Contact Information for Responses, Decisions, and Communications:

Address Po Box 37

Huntley, IL 60142

Telephone: 847-669-3328

E-Mail Address: Lindamooregt@hotmail.com

Request for Records:

I hereby request the right to inspect, or to obtain copies, or certified copies of the following public records of the Village: (Please identify the documents or information as specifically as possible.)

Grafton Townships Road District's intergovernmental agreement with the Village of Huntley. As referred to in attached document

Please indicate the manner in which you wish to obtain the above mentioned records.

INSPECT COPY CERTIFIED COPY E-MAIL RESPONSE

Please indicate if the request for public records is for a commercial purpose: YES NO
(C-10, "Commercial purpose" means the use of any part of a public record or records, or information derived from public records in any form for sale, resale or solicitation or advertisement for sales or services. For purposes of this definition, requests made by news media and non-profit scientific or academic organizations shall not be considered to be made for a "commercial purpose" when the principal purpose of the request is (i) to access and disseminate information concerning news and current or passing events, (ii) for articles of opinion or features of interest to the public, or (iii) for the purpose of academic, scientific, or public research or education.)

CHARGES FOR DOCUMENTS: First 50 letter/legal, black & white pages are free. For additional charges, please see reverse side.

Signature of Requester: Linda Moore, Grafton TWP Supervisor

Date Request Submitted: _____

Charges:

Unless fees are otherwise fixed by statute, waived or reduced pursuant to Subsection V (C) of the Village of Huntley Freedom of Information Act Compliance Packet, each Requestor shall pay the following fees for copying, certification, and mailing of public records:

1. First 50 letter/legal (black & white)— Free
2. Over 50 letter/legal --\$0.10 per page
3. Color and oversized copies shall be charged the actual cost of the reproduction
4. Certification --\$1.00 per document plus copy cost
5. Mailing --Actual cost of Postage
6. If request includes reproduction on electronic media, the actual cost of this media

FOR OFFICE USE ONLY

Staff Member Receiving Request _____

Date Received: _____

Response Due: _____

(Five (5) business days after day of receipt for non-commercial requests only)

COMMENTS/STATUS:

Payment Received: \$ _____

Date Finalized: _____

Village of Huntley FOIA Officers:

- Rita McMahon, FOIA Officer – Village Clerk’s Office
Phone: 847-515-5261 / E-Mail: rmcmahon@huntley.il.us
- Denise Wills, FOIA Officer – Police Department
Phone: 847-515-5314 / E-Mail: dwills@huntley.il.us
- Jennifer Chernak, FOIA Officer - Police Pension
Phone : 847-515-5200 /E-mail : jchernak@huntley.il.us

VENDOR # 01-1425

Grafton Township Highway Department

Jack Freund, Highway Commissioner

10109 Vine Street, Unit A

Huntley, IL 60142

Phone 847-669-5070

Fax 847-659-1075

July 23, 2012

Village of Huntley
Village Manager's Office
10987 Main St.
Huntley, IL 60142

Re: Talamore Road Impact Fees - 2011 Resurfacing Project

Dear Village of Huntley,


Grafton Township Road District has resurfaced some of the roads under the intergovernmental agreement. We have done part of Ernesti Rd. American Asphalt Surface Recycling, Inc. did the heat scarification, Peter Baker and Son Co. did the paving of the road and Grafton Township Road District put down the shoulder gravel (chips were used). The cost of the heat scarification was \$18,385.50, the cost of the paving was \$36,762.20 and the cost of the chips (from Lowe Enterprises, Inc.) was \$218.18. The invoices from American Asphalt Surface Recycling, Peter Baker and Lowe Enterprises are attached.

This letter shall serve as an invoice for Grafton Township Road District. Please remit \$55,365.88 to:

Grafton Township Road District
10109 Vine St., Unit A
Huntley, IL 60142

Also there is a balance of \$145,479.17 still due from the 2008 and 2009 Resurfacing projects. So the total due to the Road District is \$200,845.05.

Thank You,


Jack Freund
Highway Commissioner

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GRAFTON TOWNSHIP ROAD DISTRICT AND THE VILLAGE OF HUNTLEY
FOR USE OF TALAMORE ROAD IMPACT FEES**

THIS AGREEMENT made and entered into this 17th day of July, 2008, by and between Grafton Township Road District ("Township Road District"), a unit of local government of the State of Illinois and the Village of Huntley ("Village") a municipal corporation of the State of Illinois.

WHEREAS, Township Road District and Village are authorized by the terms and provisions of Illinois Intergovernmental Cooperation Act, 5 ILCS 20/1 *et seq.*, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

WHEREAS, the Township Road District is required by law to provide for the capital repairs and capital improvements of Township roads within its jurisdiction; and

WHEREAS, the Township Road District has jurisdictional authority over certain roadways that provide connectivity to Village roadways that serve the Talamore residential development within the Village limits; and

WHEREAS, Huntley Venture, LLC, the developer of Talamore, has agreed to pay a road impact fee in the amount of \$100 per residential unit at the time of building permit to be used for capital repairs and other capital improvements of Township Road District roads directly impacted by the Talamore development; and

WHEREAS, those directly impacted Township Road District roads eligible for use of these funds are limited to Coyne Station Road, Ernesti Road, Union Road, and Hemmer Road south of Coyne Station ("Eligible Roadways"); and

WHEREAS, the Village has been collecting \$100 per residential unit from each permitted unit in Talamore and has maintained such funds within a designated account for the Township Road District until such time as an intergovernmental agreement has been properly executed between the Township Road District and the Village.

NOW THEREFORE, in consideration of the mutual promises and undertakings exchanged in this Agreement and other good and valuable consideration, the receipt and efficiency of which are acknowledged, the parties agree as follows:

1. **Capital Repairs and Capital Roadway Improvements.** The Township Road District shall make capital repairs and capital roadway improvements, as needed, to those Eligible Roadways under its jurisdiction that provide connectivity to the Talamore development according to generally accepted roadway design and construction engineering principles and approved by the McHenry County Highway Department. At no time shall the funds collected via this Agreement be utilized by the Township Road District for operational expenses.

2. **Payment.** The Village shall promptly remit funds to the Township Road District in the form of a reimbursement within thirty (30) days of satisfactory written submittals by the Township Road District of capital repairs and roadway repairs to eligible roadways to the extent of funds being available from the designated account. Any sums not paid solely due to the unavailability of funds in the designated account shall be promptly paid within thirty (30) days of said funds becoming available due to sums paid by Developer on account of permitting of additional homes. The Village shall reasonably account to the Township Road District of the number of permits issued and funds in the designated account, including interest earned during this Agreement.

3. **Indemnification.** The Township Road District agrees to (i) defend itself in any actions or disputes brought against the Township Road District in connection with or as the result of this Agreement, and to (ii) at its sole expense, to pay, and to indemnify and save the Village, its offices, agents and employees harmless of, from and against, any

and all claims, damages, demands, expenses, liabilities, losses and taxes of every conceivable kind, character and nature whatsoever asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the transactions contemplated by this Agreement or the performance of this Agreement by the Township Road District. The Township Road District also covenants and agrees, at its expense to pay, and to indemnify and save the Village, its officers, agents and employees harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by reason of any such claim or demand, the Township Road District, upon notice from the Village, covenants to resist and defend such action or proceeding on behalf of the Village, its officers, agents and employees. This obligation to indemnify shall not apply to any claims arising out of gross negligence or willful and wanton conduct by Village.

4. **Mediation.** Each party agrees to binding mediation in any dispute concerning this agreement using the McHenry County Highway Superintendent as the mediator and agrees to split any costs of mediation equally. Any decision of the mediator shall be binding on the parties and may be made part of any judgment enforcing said mediation decision.

5. **Term.** The term of this Agreement shall be for a period of twenty (20) years from the date of execution, or until the last building permit is issued at Talamore, or until such time as all Eligible Roadways are no longer under the jurisdiction of the Township Road District, whichever of these events is first to occur. At termination, the Village shall have no further obligation to remit the roadway impact fee to the Township Road District except to the extent of any previously submitted invoices remaining unpaid solely because of a lack of funds due to permits yet to be issued, which will be paid as such sums from permitting become available. Otherwise, the Village shall be entitled to collect and utilize any remaining fees for capital repairs and capital improvements to any Village roadways within the Talamore development.

6. **Termination.** Both parties may terminate by mutual consent, or either party may terminate due to a breach by the other party after written notice and a sixty (60) day cure period, or upon the end of the term.

7. **No Assignment.** Neither the Township Road District or Village shall assign this Agreement without the prior written approval of the opposite party.

8. **Governing Law.** The parties agree that because this Agreement is to be performed in Illinois, the State of Illinois shall govern their relation in the interpretation of this Agreement, the State in which the Agreement was deemed to have been executed and delivered.

9. **Severability.** The paragraphs of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not effect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination of the other party.

10. **Notices.** All notices permitted regarding this Agreement shall be transmitted only by personal delivery or by First Class, Certified, or Registered United States mail to the following persons as the addresses stated:

To the Township Road District:
Grafton Township Road District
Jack Freund, Road Commissioner
10109 Vine Street
Huntley, IL 60142

To the Village:
Village of Huntley
Village Manager's Office
10987 Main Street

Huntley, IL 60142

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof. In the alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

GRAFTON TOWNSHIP ROAD DISTRICT

By:

Jack Freund

Attest:

Jenny Moore

VILLAGE OF HUNTLEY

By:

Charles Pan

Attest:

Lita W. M. M. M.

