

LAND USE

&

DEVELOPMENT

COMMITTEE

RESOLUTIONS



Land Use and Development Committee
Resolution #09-27

RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS

Re: INTERGOVERNMENTAL ASSIGNMENT AGREEMENT WITH THE
VILLAGE OF ROMEOVILLE

WHEREAS, the County of Will and the Village of Romeoville are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.);

WHEREAS, the County of Will is a non-home rule Illinois County Government organized and existing under the laws of the State of Illinois and has among its purposes, *inter alia*, storm water management and maintenance;

WHEREAS, the Village of Romeoville is a non home rule municipal corporation organized and existing under the laws of the State of Illinois and has among its purposes, *inter alia*, storm water management and maintenance;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq. authorize units of local government to contract or otherwise associate themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities;

WHEREAS, there is a certain storm water easement in favor the County of Will as legally described on the document recorded in Will County, Illinois on R99-1011084 (attached hereto as Exhibit #1) (hereinafter sometimes referred to as "Easement") which allows for certain conferred rights and privileges, including but not limited to the storm water management and maintenance;

WHEREAS, the grant of Easement as described on Exhibit 1 attached hereto to the County of Will (Exhibit #1) grants to the County of Will the power to transfer, convey or assign all or any part of the easements, rights privileges and benefits granted to any unit of local government;

WHEREAS, it is the desire of the County of Will to hereby assign, transfer, convey, set over and deliver all of its interests in the Easement to the Village of Romeoville and it is the Desire of the Village of Romeoville to assume the Easement through an Intergovernmental Agreement in substantially the same form as Exhibit #2.

NOW THEREFORE, BE IT RESOLVED, the Will County Board hereby authorizes the Will County Executive to execute an Intergovernmental Agreement in substantially the same form as attached in Exhibit #2 with the Village of Romeoville to assign, transfer, set-over and deliver all of the County of Will's rights, title, interest and obligations in and to the Easement legally described in Exhibit #1, subject to the review and approval of the Will County State's Attorneys Office.

Adopted by the Will County Board this 19th day of February, 2009.

VOTE: YES _____ NO _____ PASS _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2009.

Lawrence M. Walsh
Will County Executive

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of February, 2009, by and between the COUNTY OF WILL, acting by and through its County Board (herein referred to as the "County"), and the VILLAGE OF ROMEOVILLE, Will County, Illinois, acting by and through its Village Board (herein referred to as the "Village").

W I T N E S S E T H:

WHEREAS, the Village and the County are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq. authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, a certain storm water easement was granted in favor of the County of Will, Illinois to allow for the storm water detention, management and maintenance as legally described on the plat attached hereto (hereinafter sometimes referred to as "Easement") and incorporated herein as Exhibit 1; and

WHEREAS, the County and Village believe and hereby declare that transferring jurisdiction of the Easement will be of immediate benefit to County and Village residents and permanent in nature; and

WHEREAS, the County and Village are desirous of transferring, assigning and conveying from the jurisdiction of the County to the jurisdiction of the Village;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follows:

1. The recitals hereinabove set forth are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.
2. As of the date of the execution of this agreement and intergovernmental agreement entered into between the County and Romeoville the County hereby assigns all of its rights, title, interests and obligations in the Easement (see Exhibit #1) to the Village of Romeoville and the Village of Romeoville hereby assumes all of the County's rights, title, interests and obligations including but not limited to full management, maintenance, and jurisdiction of the storm water easement; the County retaining absolutely no right, title, interest or obligation whatsoever, thereunder.
3. The Village of Romeoville agrees to hold harmless and indemnify the county from all lawsuits, causes of action, at law or in equity, and damages, including but not limited to reasonable attorney's fees, in arising out of or in connection with this assignment and the management, maintenance, vacation or treatment of the Easement as of the date of this agreement.

Exhibit #2

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3. This Agreement shall be in full effect and legally binding upon and inure to the benefit of the parties hereto, their successors and assigns.

COUNTY OF WILL

COUNTY EXECUTIVE

ATTEST:

COUNTY CLERK

VILLAGE OF ROMEOVILLE

MAYOR

ATTEST

VILLAGE CLERK