

**RESOLUTION NO. 2019-03**

**RESOLUTION AUTHORIZING EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT BETWEEN MILL CREEK WATER  
RECLAMATION DISTRICT AND MILL CREEK SPECIAL SERVICE AREA**

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**WHEREAS**, there is an electrical service, with an independent meter, that provides electricity for the certain identification signs and lighting at the Mill Creek Drive and Fabyan Parkway entrance to Mill Creek as well as electricity for the District's nearby stormwater pond aerator; and

**WHEREAS**, the SSA has assumed responsibility for the maintenance of these signs and lighting; and

**WHEREAS**, the SSA and the District desire to fairly allocate the electric fees and charges incurred at this meter between the two entities.

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MILL CREEK  
WATER RECLAMATION DISTRICT, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the President of the Board of Trustees of the District is hereby authorized to execute, on behalf of the District, the Intergovernmental Agreement between Mill Creek Water Reclamation District and Mill Creek Special Service Area.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law. This Resolution is authorized to be published in pamphlet form.

**PASSED** by the Board of Trustee of the Mill Creek Water Reclamation District, Kane County, Illinois, this 20th day of November, 2019

**AYES:** 2 **NAYS:** 0 **ABSENT:** 1

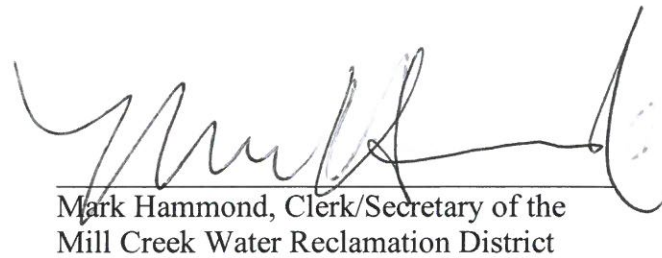
**HOLDING OFFICE:** 3



District Clerk/Secretary

The foregoing Resolution 2019-03 is a true and accurate copy, passed and adopted on the above date.

Dated: November 20, 2019



Mark Hammond, Clerk/Secretary of the  
Mill Creek Water Reclamation District

**MILL CREEK RECLAMATION DISTRICT/MILL CREEK SPECIAL  
SERVICE AREA**

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT entered into by and between the Mill Creek Water Reclamation District ("District"), an Illinois sanitary district and the County of Kane ex rel. Mill Creek Special Service Area ("SSA"), an Illinois unit of local government, effective on the last date executed by a party; both of said entities being located in the County of Kane, State of Illinois.

**WITNESSETH:**

**WHEREAS**, the parties are municipalities or units of local government as provided in the 1970 Illinois Constitution (Article VII); and

**WHEREAS**, the 1970 Illinois Constitution (Article VII, Section 10), and the Illinois Compiled Statutes, 2017, Chapter 5, Section 220/1 et seq., and the Illinois Intergovernmental Cooperation Act (5 ILCS 220), provide authority for intergovernmental cooperation; and

**WHEREAS**, the Mill Creek Planned Unit Development (the "PUD") is a mixed use development located in Geneva and Blackberry Township, Kane County, Illinois; and

**WHEREAS**, the SSA provides various services to the Mill Creek Planned Unit Development including, but not limited to, street lighting and entrance signage; and

**WHEREAS**, the District provides sanitary, potable water and storm water management to the Mill Creek Planned Unit Development; and

**WHEREAS**, there is an electrical service, with an independent meter, on the west side of the entrance to the PUD at Fabyan Parkway and North Mill Creek Drive which provides electricity for the SSA's signs and lighting as well as electricity for the District's nearby storm water pond aerator; and

**WHEREAS**, the SSA and District desire to fairly allocate the electric fees and charges incurred at this meter between the two entities.

**NOW, THEREFORE**, in consideration of the mutual agreements contained in this Agreement, the SSA and the District agree as follows:

1. **Recitals**: The recitals hereinabove made are incorporated by reference.
2. **Allocation of Costs**: The District has estimated the kilowatt-hour usage for the pond aerator at Pond N22 (Exhibit A) based upon ComEd Account #6148132018 (Exhibit B) electrical billing and the pond aerator's electrical specifications, to be \$34.37 per month, or \$412.42 per calendar year. The

District will pay its yearly portion of the electric bill, in advance, to the SSA during the first quarter of the SSA's fiscal year (Dec. 1 – Nov. 30). For calendar years 2018 and 2019, the District will pay the sum of \$412.42 per calendar year, upon the execution of this agreement. The parties shall reconcile the District's proportionate share of the electric bills based upon actual usage at the end of the calendar year and any adjustment made during the first quarter of the SSA's fiscal year.

3. **Release, Indemnification and Hold Harmless**: The District releases and agrees to indemnify and hold SSA and Kane County harmless from all costs, expenses, damages, claims, and lawsuits that may arise out of or in connection with this Agreement and/or on account of the interruption or termination of electric service.
4. **Termination**: This Agreement shall be terminated when the parties agree unanimously to withdraw and to terminate this Agreement. A party may withdraw from this Agreement before termination by unanimous agreement if such party no longer uses the subject electric meter. A party may withdraw from this Agreement upon ten days written notice should the other party materially default.
5. **Severability**: If any provision of this Agreement is invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement, which can be given effect without the invalid position.
6. **Effective Date**: This Agreement shall be effective upon execution by all the parties.
7. **Governing Law**: This Agreement shall be construed in accordance with the law and constitution of the State of Illinois.

**IN WITNESS WHEREOF**, the undersigned governmental unit has caused this Agreement to be duly executed and attached herewith a copy of the ordinance authorizing the signing official to execute this Agreement.

**County of Kane, Illinois**  
Mill Creek Special Service Area

**Mill Creek Water Reclamation  
District**

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

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

Date: \_\_\_\_\_

Date: 11/20/19 \_\_\_\_\_