

VILLAGE OF LILY LAKE

RESOLUTION NO. 2019-37

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH CAMPTON
TOWNSHIP AND THE LILY LAKE CEMETERY BOARD FOR
ASSISTANCE WITH THE CARE AND MAINTENANCE OF THE
LILY LAKE CEMETERY**

Be it resolved by the president and the board of trustees of the Village of Lily Lake, Kane County, Illinois that:

1. An intergovernmental agreement with Campton Township and the Lily Lake Cemetery Board, in substantially the form on file in the clerk's office, providing that the Township will mow the Lily Lake Cemetery and the village will help defray the cost of mowing, is approved and the president and clerk are authorized and directed to sign and deliver certified copies of the contract and this resolution to Campton Township and the Lily Lake Cemetery Board.

Adopted by roll call vote on November 25, 2019.

[Signature page follows.]

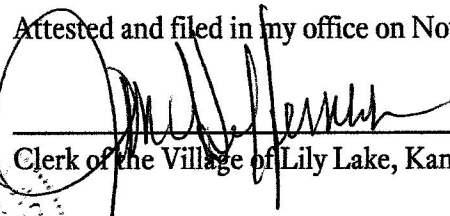
Trustee	Yes	No	Absent	Abstain
Conn	X			
Damisch	X			
Dell	X			
Diehl	X			
Florian	X			
Walsh	X			
Overstreet				
Totals	6	0	0	0

Approved November 25, 2019.

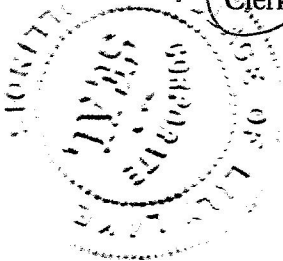


 President

Attested and filed in my office on November 25, 2019.



 Clerk of the Village of Lily Lake, Kane County, Illinois



**AN INTERGOVERNMENTAL AGREEMENT AMONG CAMPTON
TOWNSHIP, THE VILLAGE OF LILY LAKE, AND THE LILY LAKE
CEMETERY BOARD FOR PERIODIC MOWING OF
THE LILY LAKE CEMETERY**

Campton Township, a body corporate and politic and a unit of local government of the State of Illinois (the "Township") 43W955 Twilight Lane, Lily Lake, IL 60175, the Village of Lily Lake, an Illinois municipal corporation and a unit of local government of the State of Illinois (the "Village"), 43W955 Twilight Lane, St. Charles, IL 60175, and the Lily Lake Cemetery Board, an Illinois not-for-profit corporation (the "Board"), _____, IL 60175, in consideration of the mutual promises set forth herein, agree as follows:

§ 1. Recitals

The Lily Lake Cemetery Board is an Illinois not-for-profit corporation organized to provide for the care and maintenance of the Lily Lake Cemetery. The Township and the Village are willing to contribute to that effort and it is the purpose of this agreement to set forth in definitive form all of the terms and conditions of the arrangement the parties have agreed upon for such assistance. The Illinois Constitution of 1970, Article VII, § 10 and 5 ILCS 220/1 *et seq.* authorizes units of local government to contract and otherwise associate among themselves to obtain and share services.

§ 2. Mowing services

From time to time during the growing season the Township will mow the cemetery.

§ 3. Compensation

(a) On or before the 15th day of each month, the Township shall deliver an invoice to the Village and the Board for mowing services provided for the previous month at the rate of \$100 for each mowing. Upon receipt and approval of the invoice at their respective regular monthly Board meetings the Village shall pay 75% of the invoice and the Board shall pay 25%.

§ 4. Miscellaneous

(a) The Township shall add the Village and the Board as an additional insureds to the personal injury and property damage liability insurance policy currently carried by the Township. The Township shall maintain such insurance while this agreement remains in effect.

(b) Any party may terminate this agreement by giving the other parties 30 days' written notice by first class mail, postage prepaid, at its address set forth above. Notice is effective as of the date of mailing.

(c) Nothing in this agreement creates an employer/employee relationship among or between any of the parties. The Village specifically disclaims any right to control the frequency or manner in which the Township mows the cemetery.

(d) This agreement binds and inures to the benefit of the parties and their respective successors and assigns.

(e) The parties may amend this agreement only by a writing signed by all parties.

(f) The failure of any of the parties, at any time, to insist upon the performance or observation of any term, covenant, agreement or condition contained herein is not a waiver of any right to enforce any such term, covenant, agreement or condition in the future.


(g) The parties may sign this agreement in any number of counterparts, and each counterpart will, for all purposes, be deemed an original instrument, but all counterparts together will constitute but one and the same agreement.

§ 5. Effective date

This agreement is effective and legally binding upon the Village when the Village passes and approves a resolution authorizing its execution and delivers a certified copy of the resolution and an originally signed copy of this agreement to the Township and the Board. This agreement is legally binding upon the Township and the Board when each of them respectively delivers an originally signed copy of this agreement to the Village.


Dated: _____, 2019

VILLAGE OF LILY LAKE



Village President

Attest:



Village Clerk

CAMPTON TOWNSHIP

Township Supervisor

LILY LAKE CEMETERY BOARD

President