
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION: INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATIVE HEARINGS
AGENDA: JULY 2, 2019 VILLAGE BOARD REGULAR MEETING
DATE: JUNE 28, 2019

ISSUE

Shall the Village Board approve an intergovernmental agreement concerning the administrative hearing process.

DISCUSSION

The Village Board established an administrative hearing process (a/k/a adjudication) for ordinance violations approximately five years ago. The purpose of the administrative hearing process is to permit the Village to have local control over the prosecution of ordinance violations ranging from impoundment of vehicles (police tows) to grass mowing, including the assessment and collection of fines and fees associated with the violations. At the time the administrative hearing process was established, the communities of Montgomery, North Aurora and Hinckley participated with Sugar Grove, sharing the hearing officer and the venue (Sugar Grove Village Hall boardroom).

Since then, North Aurora has elected to hold their administrative hearings elsewhere and Hinckley has not used the process (and has been unresponsive to our requests to continue participation). Additionally, Sugar Grove broadened the administrative hearing process to include building and property maintenance violations.

The attached agreement merely updates the current intergovernmental agreement to reflect today's reality, limiting it to just Sugar Grove and Montgomery. The agreement has been approved by the Village Attorney and Montgomery.

ATTACHMENTS

- Intergovernmental agreement regarding administrative hearing process

COSTS

There is no cost associated with the requested action.

RECOMMENDATION

That the Village Board approve the Resolution authorizing execution of an Intergovernmental agreement regarding the administrative hearing process.



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

RESOLUTION NO. 2017-0702

**A Resolution Authorizing Execution of
An Intergovernmental Agreement Regarding Administrative Hearing Process**

Adopted by the Board of Trustees and President of the Village of Sugar Grove
this 2nd day of July 2019

Published in Pamphlet Form by authority of the Board of Trustees of the Village of Sugar Grove, Illinois
this this 2nd day of July 2019

RESOLUTION NO. 2019-0702

**A Resolution Authorizing Execution of
An Intergovernmental Agreement Regarding Administrative Hearing Process**

WHEREAS, the Village of Sugar Grove (the “Village”) is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the Constitution of the State of Illinois 1970, Article VII, Local Government, Section 10, provides for intergovernmental cooperation in and authorizes units of local government to obtain or share services to exercise, combine or transfer powers or functions in any manner not proscribed by law or ordinance, and authorized units of local government to use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Corporate Authorities of the Village find that the Intergovernmental Agreement Between the Village of Sugar Grove and the Village of Montgomery Regarding Administrative Hearing Process is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, Illinois, as follows:

SECTION ONE: AUTHORIZATION TO EXECUTE

That the Village President and Village Clerk are hereby authorized and directed to execute the Intergovernmental Agreement Between the Village of Sugar Grove and the Village of Montgomery Regarding Administrative Hearing Process, attached hereto as **Exhibit A**.

SECTION TWO: EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 2nd day of July 2019.

ATTEST:

P. Sean Michels,
Village President

Cynthia L. Galbreath
Village Clerk

	Aye	Nay	Absent
Herron	_____	_____	_____
Koch	_____	_____	_____
Konen	_____	_____	_____
Lendi	_____	_____	_____
Montalto	_____	_____	_____
Walter	_____	_____	_____

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF SUGAR GROVE AND THE VILLAGE OF MONTGOMERY
REGARDING ADMINISTRATIVE HEARINGS**

THIS AGREEMENT (“Agreement”) is entered into as of this ___ day of _____, 2019, by and between the **VILLAGE OF SUGAR GROVE**, Kane County, Illinois, a political subdivision organized and existing under the laws of the State of Illinois (“Sugar Grove”) and the **VILLAGE OF MONTGOMERY**, Kane and Kendall Counties, Illinois, a political subdivision organized and existing under the laws of the State of Illinois (“Montgomery”).

RECITALS

WHEREAS, both Sugar Grove and Montgomery have adopted an administrative adjudication process for certain categories of violations of their respective Village Code of Ordinances; and,

WHEREAS, each administrative adjudication enforcement system requires a hearing officer, prosecutor, and a space to conduct hearings; and,

WHEREAS, for purposes of this Agreement, the Village Attorney for both Sugar Grove and Montgomery is the same law office and the prosecutor originates from that same law office; and,

WHEREAS, there currently exists a certain *Intergovernmental Agreement Between the Village of Sugar Grove, Village of Montgomery, Village of Hinckley and Village of North Aurora for Due Process Hearings on Impoundment of Vehicles*; and,

WHEREAS, neither the Village of Hinckley nor the Village of North Aurora wishes to remain part of said Agreement; and,

WHEREAS, both Sugar Grove and Montgomery have expanded their administrative adjudication processes beyond due process hearings for the impoundment of vehicles and each wishes to update said Agreement to reflect all such administrative hearings; and,

WHEREAS, Illinois law and the Illinois constitution expressly recognize and encourage the use of intergovernmental agreements to provide efficiencies between local governments such as what is being agreed to herein; and,

NOW THEREFORE, in consideration of the mutual promises and obligations recited herein, it is agreed between Sugar Grove and Montgomery as follows:

1.) Sugar Grove shall continue to coordinate and contract for the services of a Hearing Officer. The cost of the Hearing Officer shall be allocated between the Villages in the following manner:

a.) Sugar Grove shall pay ½ of the Hearing Officer’s fee, and accordingly, make payment on a regular monthly basis.

b.) Montgomery shall pay ½ of the Hearing Officer’s fee, and accordingly, make payment on a regular monthly basis.

c.) Should the cost of the hearing officer change, upon 30 days’ notice, each of the named Villages shall adjust their contribution proportionately, reflective of said change in cost.

d.) Each Village shall continue to retain the services of the Village Attorney as prosecutor for all such prosecutions. The Village Attorney shall divide proportionately the time charges for the hearing time required for prosecutions in accordance with the parameters set forth for fee allocation. Time devoted outside of the hearing itself (e.g. telephone calls, investigations outside of hearings, etc.) shall be billed to the client requiring said time outside of hearings.

EXHIBIT A

e.) Sugar Grove waives any reimbursement for use of the Village Hall for conducting the hearings.

2.) Each Village agrees to waive any waivable conflict of interest that may arise during the course of said prosecutions. Should a non-waivable conflict arise, the Villages shall meet to determine a proper and ethically complaint method of resolution.

3.) Each Village shall maintain its own record keeping process for their respective hearings.

4.) Each Village shall reasonably cooperate in the processing of all hearings and will reasonably share information regarding process and procedure to ensure that all hearings are treated in a substantially similar method.

5.) This Agreement may be terminated by either Village with 30 days written notice to the other party.

6.) Each Village agrees, to the fullest extent permitted by law, to indemnify and hold harmless the other Village, their officers, agents, and employees, against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Village or its officers, agents, and employees performance under this Agreement. No Village shall be obligated to indemnify the other Village in any manner whatsoever for the other Village's conduct.

7.) Upon a breach of this Agreement, either Village, in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity. Before any action shall be deemed to be a breach of this Agreement, the Village claiming such failure shall notify the other Village, in writing, by certified mail/receipt requested, the basis and obligation allegedly not performed and the performance demand.

8.) Notice for all purposes under this Agreement shall be provided at the following addresses:

Sugar Grove: Village of Sugar Grove
 10 South Municipal Drive
 Sugar Grove, IL 60554
 Attn: Police Chief

Copy to: Village of Sugar Grove
 10 South Municipal Drive
 Sugar Grove, IL 60554
 Attn: Village Clerk

Montgomery: Village of Montgomery
 200 North River Street
 Montgomery, IL 60538
 Attn: Police Chief

Copy to: Village of Montgomery
 200 North River Street
 Montgomery, IL 60538
 Attn: Village Clerk

9.) If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised therefrom and the invalidity

EXHIBIT A

thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement are declared to be severable.

10.) Miscellaneous:

a.) Headings: The article headings are inserted for convenience only, and in no way define, limit, or describe the scope or intent of any article or section of this Agreement.

b.) Governing Law and Venue: This Agreement, and the covenants and undertakings made hereunder, shall be governed by the laws of the State of Illinois. Any legal proceedings of any kind arising from this Agreement shall be filed in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois.

c.) Mutual Assurances: The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intention of the Parties as stated herein. Such actions shall include, but not be limited to, giving of such notices, holding public hearings, enactment by the Village of such resolutions, ordinances, or other measures as may be necessary to enable the Parties' compliance with this Agreement.

d.) Amendment: This Agreement may be amended only in writing. This Agreement is intended to amend and supersede the *Intergovernmental Agreement Between the Village of Sugar Grove, Village of Montgomery, Village of Hinckley and Village of North Aurora for Due Process Hearings on Impoundment of Vehicles*

e.) Entire Agreement. This Agreement contains all agreements, understandings, and covenants of the Villages.

f.) Conflict. In the event there is a conflict between the terms and provisions of the text of this Agreement with any applicable Village code, ordinance, or regulation, the terms and provisions of this Agreement shall control and prevail. Except as specifically provided otherwise in this Agreement, each Village shall perform their obligations under this Agreement in accordance with all applicable Federal, State, and Local rules and regulations.

g.) Counterparts. This Agreement may be signed in counterparts.

h.) Incorporation of Recitals. The Recitals are material to this Agreement, and are incorporated as part of this Agreement by reference.

i.) Additional Municipalities Added Subject to this Agreement. Additional municipalities may be added to this Agreement as follows upon fulfillment upon each of the following requirements:

- i.) Upon application by a local municipality
- ii.) Upon approval by all Chiefs of Police of the member municipalities

EXHIBIT A

- iii.) Upon ratification by the petitioning municipality's Village Board of this Agreement
- iv.) Such approval shall specify the specific cost allocation between the municipalities
- v.) The municipalities hereof delegate the approval of all new municipalities for this Agreement to their Chiefs of Police.

IN WITNESS THEREOF, the parties hereto have caused the execution of their duly authorized officers this _____ day of _____, 2019.

[Signatures to Follow]

VILLAGE OF SUGAR GROVE
Kane County, IL

VILLAGE OF MONTGOMERY
Kane and Kendall Counties, IL

Village President

Village President

ATTEST:

ATTEST:

Village Clerk

Village Clerk