VILLAGE OF CRESTON RESOLUTION TO ENTER INTERGOVERNMENTAL AGREEMENT

Resolution No. 060424

THE VILLAGE OF CRESTON

COUNTY OF OGLE

STATE OF ILLINOIS

Dated this 4th day of June, 2024

VILLAGE OF CRESTON, STATE OF ILLINOIS

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ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF CRESTON, ILLINOIS DATED THIS 4th DAY OF JUNE, 2024

STATE OF ILLINOIS)
(SS. COUNTY OF OGLE)

CERTIFICATE

I, JENNIFER PAYTON, certify that I am duly elected and acting Municipal Clerk of the Village of Creston, Ogle County, Illinois.

I further certify that on June 24th, 2024, the Corporate Authorities of such municipality passed and approved a Resolution by the name of VILLAGE OF CRESTON RESOLUTION TO ENTER INTERGOVERNMENTAL AGREEMENT.

Executed at Creston, Illinois

JENNIFER PAYTON, Municipal Clerk

INTERGOVERNMENTAL AGREEMENT FOR WEBSITE PURPOSES BY AND BETWEEN THE VILLAGE OF CRESTON AND THE DEMENT TOWNSHIP

THIS AGREEMENT is effective as of the date of passage and signature by the corporate authorities of both the Village of Creston and the Dement Township, and continuing for a period of one year, and shall continue for successive periods of one-year, unless terminated by either party at the end of such a one-year period, by giving notice, in writing, to the other party at least sixty (60) days in advance of such a one-year period.

WHEREAS, the Village of Creston has determined that it is in their best interests to have an updated website for the Village and is agreeable to sharing the expense therewith and content thereof with the Dement Township; and

WHEREAS, the Dement Township has determined that it is in their best interests to have an updated website for the Dement Township and is agreeable to the expense therewith and content thereof with the Village of Creston; and

WHEREAS, pursuant to Illinois statute, both entities are granted the authority to enter into Agreements consistent with the terms as outlined hereinbelow; and

WHEREAS, both the Village of Creston and the Dement Township desire to enter in this agreement to conserve the funds of their respective taxing bodies.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the Village of Creston and the Dement Township as follows:

- 1. This Agreement shall be in effect for a period of one year beginning on the date of passage and execution by both parties and shall continue for successive periods of one-year, unless terminated by either party at the end of such a one-year period, by giving notice, in writing, to the other party at least sixty (60) days in advance of such a one-year period.
- 2. The Village of Creston and the Dement Township shall each pay 50% of the cost incurred in procuring Town Web (Company) to provide website design, implementation, updating, hosting, and other services.
- 3. The Village of Creston shall provide the contact person for Town Web for both the Village of Creston and the Dement Township, through their Village Clerk.\
- 4. The Village of Creston and the Dement Township shall each provide the necessary information to complete the website design, implementation, and update processes in a timely fashion when requested by Town Web.

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WHEREAS, the Village of Creston Board by the Village of Creston Ordinances, duly passed, is authorized to enter from time to time by Resolution, Intergovernmental Agreements; and

WHEREAS, the Village of Creston Board determined that it is appropriate to enter into an Intergovernmental Agreement with the Dement Township for providing website hosting services;

IT IS THEREFORE RESOLVED AS FOLLOWS:

1. That the Intergovernmental attached hereto shall be entered into by the Village of Creston and shall be executed by the acting Village President.

| Passed the 4th day of June, 2024 Village Clerk | Village President |
|--|-------------------|
| Roll Call Vote | |
| Voting in favor: | |
| Voting against: | |
| Not voting: | |

- 5. The Village of Creston and the Dement Township shall utilize the website for providing to their respective citizens information as is required or will be beneficial to them and neither will utilize the said website for any improper purpose, to include political campaigns, commercial business, or other activities that do not promote the betterment of all citizens.
- 6. This agreement may only be terminated as outlined hereinabove in paragraph 1.
- 7. This constitutes the entirety of the Agreement. It cannot be amended or altered except by mutual agreement of the parties, in writing, and executed by their respective officers.

IN WITNESS THEREOF, the parties hereto, pursuant to the authority granted to them by Resolutions duly adopted by their respective governing bodies, have caused this Agreement to be executed by their duly authorized officers this, on the dates as indicated below.

VILLAGE OF CRESTON, ILLINOIS

President, Village of Creston

DEMENT TOWNSHIP, ILLINOIS

President, Dement Township

Prepared by:

TESS, CRULL & ARNQUIST, LLC Attorneys at Law PO Box 68 Rochelle, IL 61068 (815) 562-8754