

SANGAMON COUNTY, ILLINOIS

ORDINANCE  
NUMBER 16-38

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF CHATHAM AND THE CHATHAM TOWNSHIP ROAD  
DISTRICT REGARDING THE CONSTRUCTION AND USE OF A JOINT SALT ~~DOME~~ *SHED*

16-38

AMENDED

ALL WORDS OF "DOME"  
CHANGED TO "SHED"

1<sup>ST</sup> SCHATTEMAN

2<sup>ND</sup> MAW

NOTE

YKS - 4 FOUNTAIN LINDHORST  
MAW SCHATTEMAN

NO - 0

ABSENT - 2 CLAYTON KIMSEY

Published i

of Chatham

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**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CHATHAM AND THE CHATHAM TOWNSHIP ROAD DISTRICT REGARDING THE CONSTRUCTION AND USE OF A JOINT SALT ~~DOME~~ SHED**

**WHEREAS**, the Village of Chatham (“Village”), Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, the Village desires enter into an agreement with the Chatham Township Road District (“Road District”) to provide for the construction and sharing of a salt ~~dome~~ SHED for use by the Village and Road District; and

**WHEREAS**, the Corporate Authorities of the Village find it in the best interests of the Village to enter into an agreement setting for the terms and conditions upon which the salt dome will be constructed and utilized by the parties.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Chatham, County of Sangamon, as follows:

**Section 1.** Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**Section 2.** Approval of Salt Dome Intergovernmental Agreement. The Board of Trustees of the Village hereby authorize the Village President to enter into the Salt ~~Dome~~ SHED Intergovernmental Agreement with the Chatham Township Road District in the form attached as Exhibit A.

**Section 3.** Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to

the greatest extent permitted by law.

**Section 4. Repeal and Savings Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

**Section 5. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 26 day of July, 2016.

	YES	NO	ABSENT	PRESENT
MARK CLAYTON			✓	
TERRY FOUNTAIN	✓			
DAVID KIMSEY			✓	
NINA LINDHORST	✓			
MATT MAU	✓			
JOE SCHATTEMAN	✓			
THOMAS S. GRAY				
TOTAL	4		2	

**APPROVED** by the President of the Village of Chatham, Illinois this 26 day of July, 2016.

Thomas S. Gray  
Thomas S. Gray, Village President

Attest: Pat Schad  
Pat Schad, Village Clerk

**EXHIBIT A**  
**INTERGOVERNMENTAL AGREEMENT**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF CHATHAM  
AND THE CHATHAM TOWNSHIP ROAD DISTRICT**

**THIS AGREEMENT** is entered into by and between the VILLAGE OF CHATHAM (hereinafter "VILLAGE") and the CHATHAM TOWNSHIP ROAD DISTRICT (hereinafter "ROAD DISTRICT").

**WHEREAS**, VILLAGE is a unit of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois, is a public agency within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and is established and governed by the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the ROAD DISTRICT is a body politic and corporate duly organized and existing under and by virtue of the laws of the State of Illinois, is a public agency within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and is established and governed by the Illinois Highway Code, 605 ILCS 5/6-101, *et seq.*; and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, for many years and whenever possible, the VILLAGE and ROAD DISTRICT have committed themselves to cooperating in ways which allow the governments to better serve their constituencies; and

**WHEREAS**, the VILLAGE and ROAD DISTRICT have a successful history of such cooperation and believe that further cooperation will result in continued success; and

**WHEREAS**, the VILLAGE currently owns property at 9507 S. Main Street (hereinafter “Property”) and is in need of a location to store salt; and

**WHEREAS**, the ROAD DISTRICT is in need of a location to store salt; and

**WHEREAS**, the VILLAGE is agreeable to allowing a salt ~~dome~~<sup>SHED</sup> to be built on the Property and paying for half of the construction costs and the ROAD DISTRICT is agreeable to paying for half of the construction costs of the salt dome; and

**WHEREAS**, the parties estimate the costs of construction of the salt dome to be \$34,000, with each party paying approximately \$17,000 toward the construction costs; and

**WHEREAS**, the VILLAGE and ROAD DISTRICT desire by this Intergovernmental Agreement to set forth the terms and conditions for the placement and construction of a salt dome to be used by the two parties.

**NOW, THEREFORE**, in consideration for the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the VILLAGE and ROAD DISTRICT agree as follows:

1. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.
2. The VILLAGE hereby agrees to construct a salt dome at 9507 S. Main Street.
3. Upon completion of construction of the salt dome, the ROAD DISTRICT shall reimburse the VILLAGE for half of the construction costs associated directly with the salt dome within 30 days of being invoiced by the VILLAGE.
4. Both the VILLAGE and ROAD DISTRICT may utilize the salt dome to store salt for its respective jurisdictions and both parties shall establish an accounting method for determining how much salt is stored at the salt dome and is taken by each respective party.

5. The term of this Agreement shall start and be effective on July 26, 2016, or as soon thereafter as the parties shall each duly approve and execute the Agreement, and shall continue for a period of ten (10) years unless renewed by the parties.

6. The VILLAGE and ROAD DISTRICT shall have 24-hour access to the salt dome and both parties shall be jointly responsible for ensuring the salt dome is protected and secured.

7. The ROAD DISTRICT shall defend, indemnify and hold harmless the VILLAGE, its officials, agents and employees from and against any and all claims, damages, losses (including attorney's fees), actions, suits or proceedings of any kind that might arise as the result of, or incidental to, the use of the salt dome, except for claims, damages, and losses caused by the gross negligence of the VILLAGE.

8. The VILLAGE shall defend, indemnify and hold harmless the ROAD DISTRICT, its officials, agents and employees from and against any and all claims, damages, losses (including attorney's fees), actions, suits or proceedings of any kind that might arise as the result of, or incidental to, the use of the salt dome, except for claims, damages, and losses caused by the gross negligence of the ROAD DISTRICT.

9. The failure of any party to this Intergovernmental Agreement to insist on strict performance of any covenant or condition of this Intergovernmental Agreement, or to exercise any right herein contained, shall not be construed as a waiver of such covenant, condition or right.

10. This Intergovernmental Agreement may be amended only upon the mutual consent of the parties in writing.

11. Any and all notices required hereunder shall be considered fully given if mailed certified mail to the head of the governing body.

12. If any part of this Intergovernmental Agreement is found by any court to be unlawful for any reason, all other parts of the Intergovernmental Agreement shall remain in

force.

IN WITNESS THEREOF, the VILLAGE OF CHATHAM and the CHATHAM TOWNSHIP ROAD DISTRICT, have caused this Intergovernmental Agreement to be executed by duly authorized officers thereof on the dates indicated below.

**VILLAGE OF CHATHAM**

By Thomas S Gray  
Village President

Date 7-26-16

ATTEST:

Pat Schul

Village Clerk

**CHATHAM TOWNSHIP ROAD DISTRICT**

By: \_\_\_\_\_  
Highway Commissioner

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

ATTEST:

\_\_\_\_\_  
Road District Clerk