

RESOLUTION NO. _____

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN SOUTH DIXON TOWNSHIP AND LEE COUNTY REGARDING THE USE OF A SALT STORAGE SHED LOCATED ON SOUTH DIXON TOWNSHIP PROPERTY.

WHEREAS, the County of Lee (the “ County”) and South Dixon Township (the “ Township”) are each public agencies within the meaning of the Intergovernmental Cooperation Act, as set forth in 5 ILCS 220/1 et seq.; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to enter into intergovernmental agreements pertaining to intergovernmental activities; and

WHEREAS, The Township desires to build and maintain a salt storage facility of sufficient size to service both the Township and the County’s Dixon area satellite winter operation facility; and

WHEREAS, the parties have determined that it is reasonable, necessary and in the public interest and welfare to work cooperatively regarding the use of the proposed salt storage facility; and

WHEREAS, the parties have decided to delineate their duties and responsibilities regarding the use of the proposed salt storage facility;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF LEE, ILLINOIS, AS FOLLOWS:

The Lee County Board does hereby approve the intergovernmental Agreement between South Dixon Township and Lee County in substantially the form appended hereto and made a part hereof.

BY: _____
Robert Olson
Lee County Board Chairman

ATTEST:

BY: _____
Nancy Petersen
Lee County Clerk and Recorder

DATE: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
SOUTH DIXON TOWNSHIP AND LEE COUNTY**

THIS AGREEMENT, (the “Agreement”) is made into as of _____, 2023 by and between Lee County, Illinois (referred to herein as the “County”) and South Dixon Township, Illinois (the “Township”). The County and Township may each be referred to herein as a “Party” and together, as the “Parties”.

WITNESETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, as amended, (5 ILCS220/1 et. seq.) also authorizes units of local government to exercise and enjoy jointly their powers, privileges or authority, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the Township is charged with the responsibility for construction, maintenance, and repair of the buildings on their respective properties; and

WHEREAS, the Township is authorized to enter into agreements with any other units of government; and

WHEREAS, The County, by way of its County Board is authorized to enter into agreements with any other units of government; and

WHEREAS, it is desirous of both Parties, in the name of public safety, fiscal responsibility, efficiency in use of public equipment and property, and municipal cooperation, to share a site on Township property to store and dispense road salt for the mutual benefit of the Parties; and

WHEREAS, the Township and County have set forth in this document all agreements, conditions, provisions, expectations, and prohibitions and have set forth the intentions of both governmental bodies.

NOW THEREFORE, in consideration of the mutual undertaking and covenants of the Parties hereto as herein set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals.

The above recitals are incorporated into and shall become a part of this Intergovernmental Agreement as though fully set forth herein.

2. Responsibility of Parties.

A. South Dixon Township shall be responsible for the following:

- Constructing, maintaining, and repairing a salt storage building capable of holding no less than 500 tons of salt in accordance with all Federal, State and Local laws and regulations.
- Providing an indoor, heated space of sufficient size to store a County end loader during the winter months of November through March.
- Provide the County with complete twenty-four-hour access to the indoor storage space for the County end loader.
- Provide the County with complete twenty-four-hour access to the salt storage facility.
- Periodically provide electricity to actuate engine block heaters for no more than two plow trucks at a time.
- Provide fuel for the County end loader in so far as it is being used to load salt onto plow trucks.

B. The County shall be responsible for the following:

- Keeping the salt shed sufficiently stocked with salt.
- Providing the Township with up to 100 tons of salt per year on an as needed basis.
- Providing an end loader to load salt and/or traction control aggregate chips onto both Parties plow trucks.

3. Liability of Agencies

A. Each Party shall hold harmless the other for damages incurred due to incompetence or neglect of duty of either Party.

4. Effective Date.

This agreement shall be effective, enforceable, and binding upon both parties when executed by both the County and the Township, and, when the salt storage facility is complete and fully functional.

5. Amendment.

No amendments shall be made to this agreement unless agreed to in writing by both the Parties.

6. Termination.

South Dixon Township agrees that it will not terminate this agreement without giving the Lee County Board written notice at least 12 months prior to such termination. The Lee County Board may, at its discretion, release South Dixon Township from the agreement before the expiration of the 12 months' notice required by the above stipulation. It is further understood and agreed that the Lee County Board, at its discretion, has the right to terminate this agreement by giving written notice to South Dixon Township at least 12 months prior to such termination. South Dixon Township may, at its discretion, release the Lee County Board from the agreement before the expiration of the 12 months' notice required by the above stipulation.

IN WITNESS WHEREOF, the parties set their hands and seals on the dates indicated below.

South Dixon Township

Lee County Board

By: _____
Township Supervisor

By: _____
Lee County Board Chairman

Date: _____

Date: _____

Attest: _____
Township Clerk

Attest: _____
Lee County Clerk

Date: _____

Date: _____