

**RECORDING
NOT REQUIRED**

RETURN TO:

**CITY CLERK OF TROY
116 E. MARKET STREET
TROY, IL 62294**

**CITY OF TROY
RESOLUTION 2024 - 17**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT WITH JARVIS TOWNSHIP FOR THE
PURCHASE, MAINTENANCE AND USE OF A PAVER**

**ADOPTED BY THE CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 20th DAY OF MAY 2024**

RESOLUTION NO. 2024 – 17

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH JARVIS TOWNSHIP FOR THE PURCHASE, MAINTENANCE AND USE OF A PAVER

WHEREAS, the City Council for the City of Troy, Illinois, believes it is in the best interest of the City and its citizens to enter into an Intergovernmental Agreement with Jarvis Township for the purchase, maintenance and use of a Lee Boy 8500 Low Deck paver (See Attached Exhibit A); and

WHEREAS, the City believes that the terms and conditions of the Agreement are in the best interest of the health, safety and general welfare of its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:


1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached Intergovernmental Agreement with Jarvis Township, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage and approval as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 20th day of May, 2024.

Aldermen:

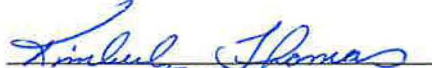
Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>7</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>ABSENT</u>	Absent:	<u>1</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>

APPROVED:



DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:



KIMBERLY THOMAS, Clerk
City of Troy, Illinois



JARVIS TOWNSHIP

RESOLUTION NO. 2024 – 05

**RESOLUTION OF JARVIS TOWNSHIP, MADISON COUNTY, STATE OF ILLINOIS,
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TROY
FOR THE PURCHASE, MAINTENANCE AND USE OF A PAVER**

**ADOPTED BY THE
TOWNSHIP BOARD OF JARVIS TOWNSHIP,
MADISON COUNTY, STATE OF ILLINOIS
THIS TWENTY-FIFTH DAY OF JUNE, 2024**

**Published in pamphlet form by the authority of the Jarvis Township, Madison County,
State of Illinois, this Twenty-Fifth Day of June, 2024.**

RESOLUTION NO. 2024 – 05

RESOLUTION OF JARVIS TOWNSHIP, MADISON COUNTY, STATE OF ILLINOIS, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TROY FOR THE PURCHASE, MAINTENANCE AND USE OF A PAVER

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, both the Township and the City agree that it is in the best interests of the parties and the general public to mutually cooperate, and under the authority set forth in 5 ILCS 220/3 and 30 ILCS 525, to jointly purchase a Lee Boy 8500 Low Deck paver (“Paver”) for use by both the Township and the City to save their respective taxpayers money; and

WHEREAS, the parties agree to cooperate fully and in good faith with each other with regard to the purchase, maintenance and use of the Paver; and

WHEREAS, the Supervisor and Board of Trustees of Jarvis Township have determined that it is in the best interest of the public health, safety, and welfare of the residents of the Township for the parties to enter in the Intergovernmental Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE SUPERVISOR AND BOARD OF TRUSTEES OF JARVIS TOWNSHIP, MADISON COUNTY, ILLINOIS, AS FOLLOWS:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The total estimate cost of the Lee Boy 8500 Low Deck paver is \$24,900.
3. That the Township Supervisor, on behalf of Jarvis Township, Madison County, Illinois, execute such documents and all other documents necessary for the carrying out of said agreement.
4. That the Township Supervisor, on behalf of Jarvis Township, Madison County, is authorized to provide such additional information as may be required to accomplish said agreement.
5. This Resolution shall be in effect following its passage, approval and publication as provided by law.
6. Any and all Resolutions, sections or subsections of Resolutions in conflict herewith are hereby repealed.

PASSED by the Township Board of Jarvis Township, Madison County, Illinois, and deposited in the office of the Township Clerk this Twenty-Fifth Day of June, 2024.

Those voting aye: Hartlein, Hovatter, Halderson,
Wieseher, & Adomite

Those voting nay: NONE

Those absent: NONE

APPROVED:

BY: 

ALLEN P. ADOMITE, Township Supervisor

Jarvis Township, Madison County, State of Illinois

ATTEST:

BY: 

ALAN DUNSTAN, Township Clerk

Jarvis Township, Madison County, State of Illinois

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TROY AND
JARVIS TOWNSHIP**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into by and between the City of Troy, Illinois, an Illinois municipal corporation, 116 E. Market Street, Troy, Illinois 62294 (hereinafter "City") and Jarvis Township, an Illinois township, 112 N. Main St., Troy, Illinois, 62294 (hereinafter "Township"):

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, both the City and the Township agree that it is in the best interests of the parties and the general public to mutually cooperate, and under the authority set forth in 5 ILCS 220/3 and 30 ILCS 525, jointly purchase a Lee Boy 8500 Low Deck paver ("Paver") for use by both the City and the Township to save their respective taxpayers money; and

WHEREAS, the parties agree to cooperate fully and in good faith with each other with regard to the purchase, maintenance and use the Paver; and

WHEREAS, the Mayor and the City Council of the City and the Supervisor and Trustees of the of the Township have determined that it is in the best interests of the public health, safety and welfare of the residents of the City and the Township, for the parties enter into this Intergovernmental Agreement; and

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Parties.** The parties to this Agreement are public agencies with taxing authority organized and existing under the authority of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and the Illinois Township Code, 60 ILCS 1/1-1, et seq., as amended from time to time.
2. **Purpose.** The purpose of this Agreement is for the parties to jointly purchase and maintain the Paver for use by both the City and the Township in accordance with the terms set forth herein.
3. **Term of Agreement.** The term of this Agreement shall be for the life of the Paver.
4. **Indemnification and Insurance:** The City agrees to indemnify and hold harmless the Township and its officers, officials, employees, volunteers and agents from and against any claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's fees, expert fees and court costs) arising out of or resulting from any acts and/or omissions of the City, as it pertains to its use of the Paver, including any loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of property. Except however, the City shall not indemnify or hold harmless the Township and its officers, officials, employees, volunteers and agents from and against any claims, damages, losses and expenses, including,

but not limited to legal fees (attorney's fees, expert fees and court costs) arising out of or resulting from any acts and/or omissions of the Township, including any loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of property.

Similarly, the Township agrees to indemnify and hold harmless the City and its officers, officials, employees, volunteers and agents from and against any claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's fees, expert fees and court costs) arising out of or resulting from any acts and/or omissions of the Township, as it pertains to its use of the Paver, including any loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of property. Except however, the Township shall not indemnify or hold harmless the City and its officers, officials, employees, volunteers and agents from and against any claims, damages, losses and expenses, including, but not limited to legal fees (attorney's fees, expert fees and court costs) arising out of or resulting from any acts and/or omissions of the ~~City~~Township, including any loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of property.

5. **Insurance:** After the joint purchase of the Paver, the parties agree that both parties will fully insure the Paver under their respective policies of insurance to the satisfaction of each other. Workers' compensation insurance coverage shall be provided by each unit of local government for their respective employees.

Both the City and the Township agree to keep in force, to the satisfaction of the other, at all times during the term of this Agreement and any extensions or renewals thereto, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Business Vehicle Insurance, and Umbrella Excess Liability in at least the type and amounts as follows:

1. Workers' Compensation
 - a. State: Statutory
 - b. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee
2. Commercial General Liability:
 - a. \$2,000,000.00 General Aggregate
 - b. \$1,000,000.00 Products Completed Operations Aggregate
 - c. \$1,000,000.00 Personal and Advertising Injury
 - d. \$1,000,000.00 Each Occurrence
 - e. \$50,000.00 Fire Damage (any one fire)
 - f. \$5,000.00 Medical Expense (any one person).
3. Business Vehicle Liability (including the Paver):
 - a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$2,000,000.00 Per Accident
 - b. Property Damage:
 - \$1,000,000.00 Per Occurrence
4. Umbrella Excess Liability:

a. \$2,000,000.00 over Primary Insurance

The Township shall purchase all policies of insurance in fulfillment hereof and name the City as an additional insured thereunder and shall provide the City with Certificates of Insurance and Policy Endorsements evidencing the coverages. In turn, the City shall purchase all policies of insurance in fulfillment hereof and name the Township as an additional insured thereunder and shall provide the Township with Certificates of Insurance and Policy Endorsements evidencing the coverages. All insurance shall be written on an “occurrence” basis rather than a “claims-made” basis. The parties agree that the obligation to provide the insurance required by this Agreement is both parties’ responsibility, and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by either party.

6. **Labor:** Each party will employ their own labor to use the Paver under this Agreement.
7. **Equipment Upkeep:** Each party agrees to share equally all costs associated with the acquisition, maintenance and operation of the Paver. The parties also agree to jointly house the Paver as space permits. The parties also agree to establish a joint schedule for the use of the Paver.
8. **Amendments.** This Agreement may only be amended in writing signed by the Supervisor of the Township and the Mayor of the City after approval by their respective corporate bodies. Any amendment shall refer back to this Agreement and to other amendments, if any, on the same subject and shall specify the language to be added or changed.
9. **Severability.** If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the entire Agreement as a whole, or any other part.
10. **Notice.** Any notice required hereunder shall be deemed to be given on the date of mailing if sent by certified mail, return receipt requested, to the address or addresses of the parties to this Agreement.
11. **Miscellaneous.** Section titles are descriptive only, and do not in any way limit or expand the scope of this Agreement, which is not in any way transferable by any entity hereto.
12. **Dispute Resolution.** In the event of any dispute arising out of the application, interpretation or performance of this Agreement, the affected parties agree to meet and discuss the dispute and a potential resolution at least fifteen (15) days prior to instituting any legal action, unless either party may suffer immediate and irreparable harm from the non-performance, acts or omissions of the other party in which case the aggrieved party may seek equitable relief immediately. In the event the parties are unable to resolve the dispute within the fifteen (15) day period, either party may file any appropriate action only and exclusively in the Circuit Court of Madison County, Illinois.

In Witness Whereof the parties, pursuant to the authority granted by ordinances passed by the City Council for the City of Troy and the Trustees of Jarvis Township, and have caused this Agreement to be executed by their respective Mayor/Supervisor and attested by their respective Clerks and their respective corporate seals affixed hereto.

City of Troy:



Attest, City Clerk

City of Troy:



Mayor

Jarvis Township:



Attest, Clerk

Jarvis Township:



Supervisor