

**City of Le Roy, County of McLean  
State of Illinois**

**RESOLUTION NO. 12-01-02-90**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
EMPIRE TOWNSHIP ROAD DISTRICT AND CITY OF LEROY**

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**ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS 16th  
DAY OF JANUARY, 2012.**

**PRESENTED:                   JANUARY 16, 2012**  
**PASSED:                     JANUARY 16, 2012**  
**APPROVED:                 JANUARY 16, 2012**  
**RECORDED:                 JANUARY 16, 2012**  
**PUBLISHED:                JANUARY 16, 2012**

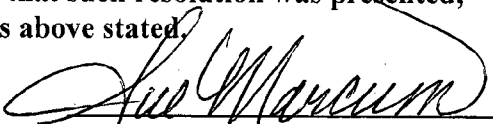
**In pamphlet form**

**Voting "aye" (6)**  
**Voting "nay" (0)**  
**Abstain (1)**  
**Absent (1)**

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**The undersigned being the duly qualified and elected City Clerk of the City of Le Roy does hereby certify that this document constitutes the publication in pamphlet form, in connection with the pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned resolution and that such resolution was presented, passed, approved, recorded and published as above stated.**

**(SEAL)**

  
**City Clerk of the City of Le Roy,  
McLean County, Illinois**

**Dated: January 16, 2012**

**Resolution No. 12-01-02-90**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
EMPIRE TOWNSHIP ROAD DISTRICT AND CITY OF LEROY**

This Intergovernmental Agreement (referred to as the "Agreement") is entered into this 16<sup>th</sup> day of January, 2012, between Empire Township Road District, (hereinafter "R.D.") with office at 610 W. Center, LeRoy, and the City of LeRoy, (hereinafter "City"), with an office at 207 S. East Street, LeRoy, in the County of McLean and State of Illinois.

**RECITALS**

**WHEREAS**, the R.D. and City are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et.seq. as authorized by Article VII, Section 10 of the 1970 Constitution of the State of Illinois. The Illinois Constitution and the Illinois Statutes encourage and provide for units of local government to cooperate and to enter into Intergovernmental Agreements in any manner not prohibited by law or ordinance, to their mutual benefit; and

**WHEREAS**, the R.D. and City own various and different types of heavy mechanical equipment included but not limited to trucks, trailers, tractors, grades, and other types of maintenance equipment; and

**WHEREAS**, it is not economically feasible for the R.D. and City to purchase and maintain all types of heavy machinery and equipment separately; and

**WHEREAS**, the sharing of this equipment by and between the R.D. and City makes the best use of the limited financial resources of the R.D. and City, it would be in the best interests of the residents of the R.D. and City.

**NOW THEREFORE**, the R.D. and City agree to share their machinery equipment, and labor with each other under the following terms and conditions:

1. The R.D. and City may borrow equipment owned by the R.D. or City if the equipment is not being used or scheduled for immediate use by the R.D. or City;
2. The borrowing R.D. and City shall return the equipment or machinery in substantially the same condition as when it was lent, with reasonable wear and tear expected. For example, if there is an anti-freeze leak and the operator stops and it gets fixed, that is the cost of the owner, (reasonable wear and tear) but if the operator does not stop and the engine blows due to neglect then it

- is the cost of the operator's employer. This will also cover any accidents that the insurance company may not pay;
3. The user, R.D. or City shall be responsible for providing fuel and routine operating and preventative maintenance for the equipment;
  4. The City Public Works Director and R.D. Commissioner must agree on the person to be operating the equipment;
  5. The operator of the equipment must have all legally required licenses and/or certification before operating any equipment;
  6. Insurance shall be obtained and maintained by the City or R.D. owning the equipment or machinery. The R.D. and City insurance carriers shall be informed of the terms of this Agreement. A certificate of coverage shall be provided to both R.D. and City for each other's equipment showing the non-owner as an insured under the policy;
  7. The term of this Agreement shall be from January 16, 2012, to the 15<sup>th</sup> day of January 2013. The Agreement may be extended or modified to include additional terms and provisions by further written agreement from both parties at any time; and
  8. Either party may terminate this Agreement at any time by providing a written notice to the other party.

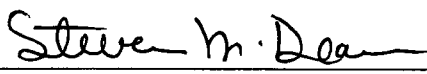
The laws of the State of Illinois will govern THIS AGREEMENT interpretation and performance.

**IN WITNESS WHEREOF**, the parties set their hands and seals on the date written above.

EMPIRE TOWNSHIP ROAD DISTRICT

BY:   
Road Commissioner

CITY OF LEROY

BY:   
Mayor

**PASSED** by the City Council of the City of Le Roy, Illinois upon the motion by John Haney, seconded by T. A. Whitsitt, by a roll call vote on the 16<sup>th</sup> day of January, 2012, as follows:

ALDERMEN ELECTED 8 ALDERMEN PRESENT 7

Voting Aye:

Dawn Hanafin, Rae Ann Ahlers, John Haney, T. A. Whitsitt, Mike Bailey, Monti Albert

Voting Nay:

None

Absent:

Boyd Denner

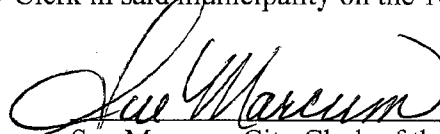
Abstain:

Jeff Lewis

Other:

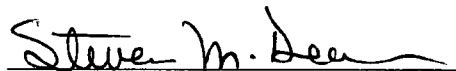
None

and deposited and filed in the office of the City Clerk in said municipality on the 16<sup>th</sup> day of January, 2012.



Sue Marcum, City Clerk of the City of Le Roy, McLean County, Illinois

APPROVED BY the Mayor of the City of Le Roy, Illinois, this 16<sup>th</sup> day of January, 2012.



Steve Dean, Mayor of the City of Le Roy, McLean County, Illinois

ATTEST

(SEAL)



Sue Marcum, City Clerk of the City of Le Roy, McLean County, Illinois

STATE OF ILLINOIS        )  
  ) ss:  
COUNTY OF MCLEAN        )

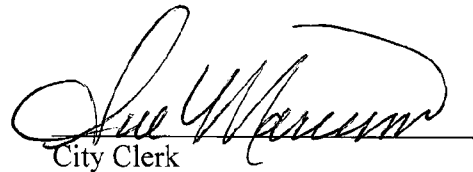
I, Sue Marcum, do hereby certify that I am the duly qualified and elected City Clerk of the City of Le Roy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of a resolution entitled:

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
EMPIRE TOWNSHIP ROAD DISTRICT AND CITY OF LEROY**

I do further certify said resolution was adopted by the City Council of the City of Le Roy at a regular meeting on the 16<sup>th</sup> day of January, 2012, and prior to the making of this certificate the said resolution was spread at length upon the permanent records of said city where it now appears and remains as a faithful record of said resolution in the record books.

Dated this 16<sup>th</sup> day of January, 2012.

  
City Clerk

(SEAL)

**CERTIFICATE**

I, Sue Marcum, certify that I am the duly elected and acting municipal clerk of the City of Le Roy, McLean County, Illinois.

I further certify that on January 16, 2012, the Corporate Authorities of such municipality passed and approved **Resolution No. 12-01-02-90** entitled:

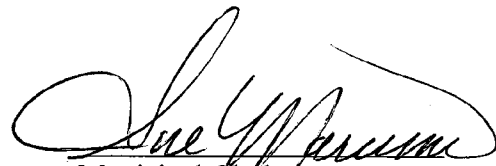
**INTERGOVERNMENTAL AGREEMENT BETWEEN  
EMPIRE TOWNSHIP ROAD DISTRICT AND CITY OF LEROY**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Resolution No. 12-01-02-90** , including the Resolution and a cover sheet there of was prepared, and a copy of such Resolution was posted at the municipal building, commencing on **January 16, 2012** and continuing for at least ten days thereafter. Copies of such Resolution were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois this 16th day of January, 2012.

(SEAL)

  
Municipal Clerk