

VILLAGE OF WARRENSBURG, ILLINOIS

ORDINANCE NO. 725

**AN ORDINANCE AUTHORIZING AND APPROVING
INTERGOVERNMENTAL AGREEMENT FOR
THE SHARING OF CERTAIN COSTS RELATED TO
IMPROVEMENT OF PORTIONS OF VARIOUS PUBLIC HIGHWAYS
IN MACON COUNTY, ILLINOIS, BETWEEN THE CITY OF DECATUR,
VILLAGE OF FORSYTH, VILLAGE OF MOUNT ZION
AND THE VILLAGE OF WARRENSBURG, ILLINOIS**

**ADOPTED BY THE
BOARD OF TRUSTEES
OF THE VILLAGE OF WARRENSBURG**

this 5th DAY OF MARCH, 2018

**Published in pamphlet form by authority of the Board of Trustees of
the Village of Warrensburg, Macon County, Illinois,
this 5th day of March, 2018**

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IN MACON COUNTY, ILLINOIS, BETWEEN THE CITY OF DECATUR,
VILLAGE OF FORSYTH, VILLAGE OF MOUNT ZION
AND THE VILLAGE OF WARRENSBURG, ILLINOIS**

WHEREAS, the City of Decatur, Illinois intends to implement highway improvement projects involving the use of micro-surfacing on various City Streets; and

WHEREAS, the Village of Forsyth, Illinois, the Village of Mount Zion, Illinois, and the Village of Warrensburg, Illinois are desirous of implementing micro-surfacing improvements to various streets and roads under their jurisdiction; and

WHEREAS, intergovernmental cooperation between the City of Decatur, Illinois, the Village of Forsyth, Illinois, the Village of Mount Zion, Illinois, and the Village of Warrensburg, Illinois is financially beneficial to all agencies by jointly purchasing micro-surfacing services and products; and

WHEREAS, the Village of Forsyth is a body politic and corporate in the State of Illinois; and

WHEREAS, the Village of Mount Zion is a body politic and corporate in the State of Illinois; and

WHEREAS, the Village of Warrensburg is a body politic and corporate in the State of Illinois; and

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 ILCS 220/3 provide authority for intergovernmental co-operation; and

WHEREAS, the Administrators of the Village of Forsyth, the Village of Mount Zion, and Trustees of the Village of Warrensburg believe the improvement to various City Streets and other public roadways in Macon County, Illinois by the City of Decatur will be of benefit to the health, safety and welfare of the residents of Macon County, Illinois.

BE IT ORDAINED by the President and Board of Trustees of the Village of Warrensburg, Illinois:

- Section 1.** That the Intergovernmental Agreement for The Sharing of Certain Costs Related to Improvement of Portions of Various Public Highways In Macon County, Illinois, Between the City of Decatur, Village of Forsyth, Village of Mount Zion And the Village of Warrensburg, Illinois, a copy of which is attached hereto, be and hereby is approved.
- Section 2.** That the President of the Board of Trustees, or his designee, and the Village Administrative Clerk, be and are hereby authorized and approved to execute the Intergovernmental Agreement between the City of Decatur, Village of Forsyth, Village of Mount Zion And the Village of Warrensburg, Illinois.
- Section 3.** That this Ordinance shall take effect upon its passage as provided by the laws of the State of Illinois, and in addition shall be published in pamphlet form and posted in not less than three prominent places within the municipality.

TRUSTEES:

Ray Ewing	Aye - <u>X</u>	Nay - ___	Absent - ___
Douglas Fisher	Aye - <u>X</u>	Nay - ___	Absent - ___
Leland Hackl	Aye - ___	Nay - ___	Absent - <u>X</u>
Frank Musick	Aye - <u>X</u>	Nay - ___	Absent - ___
Karen Musick	Aye - <u>X</u>	Nay - ___	Absent - ___
John Oakley	Aye - <u>X</u>	Nay - ___	Absent - ___
Corey Maloney	Aye - ___	Nay - ___	Absent - ___

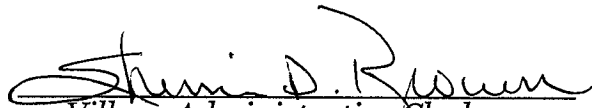
PRESENTED, PASSED and APPROVED this 5th day of March, 2018.

RECORDED this 5th day of March, 2018.

APPROVED:

*President of the Board of Trustees
of the Village of Warrensburg, IL*

ATTEST:


*Village Administrative Clerk
of Warrensburg, Illinois*

**INTERGOVERNMENTAL AGREEMENT FOR
THE SHARING OF CERTAIN COSTS RELATED TO IMPROVEMENT OF
PORTIONS OF VARIOUS PUBLIC HIGHWAYS IN MACON COUNTY, ILLINOIS,
BETWEEN THE CITY OF DECATUR, VILLAGE OF FORSYTH, VILLAGE OF
MOUNT ZION, AND THE VILLAGE OF WARRENSBURG, ILLINOIS**

WHEREAS, the City of Decatur, Illinois intends to implement highway improvement projects involving the use of micro-surfacing on various City Streets; and

WHEREAS, The Village of Forsyth, Illinois, the Village of Mount Zion, Illinois, and the Village of Warrensburg, Illinois are desirous of implementing micro-surfacing improvements to various streets and roads under their jurisdiction; and

WHEREAS, intergovernmental cooperation between the City of Decatur, Illinois, the Village of Forsyth, Illinois, the Village of Mount Zion, Illinois, and the Village of Warrensburg, Illinois is financially beneficial to all agencies by jointly purchasing micro-surfacing services and products; and

WHEREAS, The Village of Forsyth is a body politic and corporate in the State of Illinois; and

WHEREAS, The Village of Mount Zion is a body politic and corporate in the State of Illinois; and

WHEREAS, The Village of Warrensburg is a body politic and corporate in the State of Illinois; and

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 ILCS 220/3 provide authority for intergovernmental co-operation;

WHEREAS, the Administrators of the Village of Forsyth, the Village of Mount Zion, and the Village of Warrensburg; believe the improvement to various City Streets and other public roadways in Macon County, Illinois by the City of Decatur will be of benefit to the health, safety and welfare of the residents of Macon County, Illinois, and

NOW THEREFORE, in consideration of the mutual agreement contained in this agreement, the City of Decatur, the Village of Forsyth, the Village of Mount Zion and the Village of Warrensburg, Illinois agree as follows, subject to actual construction costs:

1. The City of Decatur agrees to act as the Lead Agency for the micro-surfacing projects unless or until the City of Decatur provides the other participating agencies thirty (30) days written notice of its intention to no longer act as Lead

Agency.

2. The responsibilities of the Lead Agency are to facilitate micro-surfacing projects for the participants, including preparing bidding and construction documents, advertising for the bidding process, and awarding the contract for the project.
3. The Lead Agency shall pay for the complete and total costs to the contractors of micro-surfacing select roadways in the County of Macon with reimbursement to the Lead Agency by the other participants.
4. The Village of Forsyth, the Village of Mount Zion and the Village of Warrensburg agree to reimburse the Lead Agency for the complete and total costs of micro-surfacing those select roadways under their jurisdiction in the County of Macon. The Lead Agency will remit no more than monthly invoices to each participant based upon the amount of work performed under the participant's jurisdiction with payment to the Lead Agency within thirty (30) days after date of invoice.
5. Liability Limits
 - a. The Village of Forsyth, the Village of Mount Zion and the Village of Warrensburg agree to indemnify, defend, and hold Lead Agency its officers, agents, and employees harmless from and against any and all claims, suits, causes of action, liabilities, damages, judgments or expenses including, but not limited to, reasonable attorney's fees and litigation costs, for personal injuries (including, but not limited to, death) or property damage arising out of the Lead Agency obligations, responsibilities and performance under this agreement. This provision shall not require the Village of Forsyth, the Village of Mount Zion and the Village of Warrensburg to indemnify the Lead Agency from the Lead Agency's sole gross negligence or willful misconduct.
 - b. During the term of this Agreement, the Village of Forsyth, the Village of Mount Zion and the Village of Warrensburg shall at all times procure and maintain insurance and shall name the Lead Agency its officers and employees, as an additional named insured for all insurance. The Village of Forsyth, the Village of Mount Zion and the Village of Warrensburg shall furnish certificates and endorsements evidencing insurance and named insured prior to commencement of services under this Agreement.
 - c. The Lead Agency shall require the contractor awarded the

contract under this agreement to execute contracts indemnifying The City of Decatur, the Village of Forsyth, the Village of Mount Zion and the Village of Warrensburg for any liability arising out of the contractor's work. The Contractor shall provide certificates of insurance evidencing third party insurance in accordance with the construction contract documents and the City of Decatur its officers and employees, the Village of Forsyth its officers and employees, the Village of Mount Zion its officers and employees, and the Village of Warrensburg its officers and employees shall be named an additional insured on any liability insurance policy pertaining to work under the contract. Contractor's insurance shall be primary.

6. This agreement shall be in full force and effect upon its proper and legal approval by the City of Decatur, the Village of Forsyth, the Village of Mount Zion and the Village of Warrensburg and shall inure to the benefit of the City of Decatur, the Village of Forsyth, the Village of Mount Zion and the Village of Warrensburg, their successors and assigns, until the improvements to the micro-surfacing project are completed and all related costs therefore are paid or the project is cancelled.
7. All micro-surfacing projects shall be open to any of the participants at their discretion. Each agency shall determine their quantities and provide them to the Lead Agency prior to advertising and bidding the project.
8. This agreement between the above parties shall be in full force and effect until December 31, 2018 unless or until a participant sends written notice to all other participants expressing the desire to terminate their participation in this agreement thirty (30) days prior to the expected date of termination.

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED, AND APPROVED this ____th day of _____ 2018.

CITY OF DECATUR

ATTEST:

Julie Moore Wolfe, Mayor

Debra G. Bright, City Clerk Date

VILLAGE OF FORSYTH

ATTEST

David Strohl, Village Administrator

Village Clerk Date

VILLAGE OF MOUNT ZION

ATTEST

Julie Miller, Village Administrator

Dawn Reynolds, Village Clerk Date

VILLAGE OF WARRENSBURG

ATTEST

Corey Maloney, Village President

Sherrie Brown, Village Clerk Date

STATE OF ILLINOIS)
COUNTY OF MACON) SS

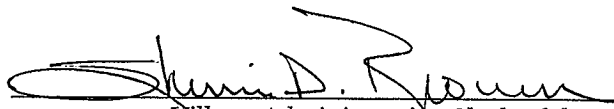
CERTIFICATE

I, SHERRIE D. BROWN, certify that I am the duly appointed Village Administrative Clerk of the Village of Warrensburg, Macon County, Illinois.

I further certify that on the 5th day of March, 2018 the President and Board of Trustees of the Village of Warrensburg passed and approved Ordinance No. 725, entitled an Ordinance Authorizing and Approving Intergovernmental Agreement for The Sharing of Certain Costs Related to Improvement of Portions of Various Public Highways In Macon County, Illinois, Between the City of Decatur, Village of Forsyth, Village of Mount Zion And the Village of Warrensburg, Illinois, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 725, including Ordinance and cover sheet thereof was prepared, a copy of such Ordinance was posted in the Warrensburg Village Hall, the Warrensburg Public Library, and Casey's, commencing March 6th, 2018, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Administrative Clerk.

DATED at Warrensburg, Illinois this 6th day of March, 2018.


Village Administrative Clerk of the
Village of Warrensburg, Illinois