

VILLAGE OF BRADLEY

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RESOLUTION NO. R-8-17-1

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS; THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS; AND THE TOWNSHIP OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, FOR THE PURPOSE OF JOINT OWNERSHIP AND OPERATION OF A MODEL T-300 TRAILER MOUNTED AIR CURTAIN TRENCH BURNER

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 14 DAY OF AUGUST, 2017

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Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 14 day of AUGUST, 2017.

CERTIFICATE:



Michael J. LaGesse, Village Clerk

**RESOLUTION NO. R-8-17-1**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS; THE  
VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS; AND THE  
TOWNSHIP OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, FOR THE  
PURPOSE OF JOINT OWNERSHIP AND OPERATION OF A MODEL T-300 TRAILER  
MOUNTED AIR CURTAIN TRENCH BURNER**

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**WHEREAS**, the President and Board of Trustees of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, Section 10 of Article VII of the Constitution of the State of Illinois and the provisions of the Intergovernmental Cooperation Act (5 ILCS 2-20/1, *et. seq.*) empower each of the Village of Bradley, the Village of Bourbonnais, and the Township of Bourbonnais to obtain or share services and to exercise, combine, or transfer any power or function not prohibited by any law or ordinance; and

**WHEREAS**, the Village of Bradley, the Village of Bourbonnais, and the Township of Bourbonnais desire to jointly acquire and operate a Model T-300 Trailer Mounted Air Curtain Trench Burner (the "Burn Curtain") pursuant to the terms of an Intergovernmental Agreement between the aforementioned entities ("the Agreement") (the proposed Intergovernmental Agreement is attached hereto as Exhibit A and fully incorporated herein); and

**WHEREAS**, the Agreement will regulate each of the Village of Bradley's, the Village of Bourbonnais's, and the Township of Bourbonnais's respective rights and duties with respect to the acquisition, ownership, operation, maintenance, storage, and insurance of the Burn Curtain, including the acquisition and maintenance of all facilities and appurtenances necessary for use of said Burn Curtain; and

**WHEREAS**, the Agreement will provide for a cost sharing mechanism that will benefit all of the Village of Bradley, the Village of Bourbonnais, and the Township of Bourbonnais in their joint acquisition, ownership, operation, maintenance, storage, and insurance of the Burn Curtain; and

**WHEREAS**, the President and Board of Trustees have determined that Village participation in the Agreement is in the best interests of the citizens of the Village of Bradley.

**NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS CONSTITUTIONAL AND STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1.** The President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2.** That the President of the Village of Bradley is hereby authorized to execute an Intergovernmental Agreement, by and between the Village of Bradley, Kankakee County, Illinois; the Village of Bourbonnais, Kankakee County, Illinois; and the Township of Bourbonnais, Kankakee County, Illinois, for the purpose of joint acquisition, ownership, operation, maintenance, storage, and insurance of a Model T-300 Trailer Mounted Air Curtain Trench Burner, along with all necessary associated facilities and appurtenances. A copy of said Intergovernmental Agreement is attached hereto as "Exhibit A" and fully incorporated herein.

**SECTION 3.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 4.** That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

**SECTION 5.** That the Village Clerk is hereby directed to publish this Resolution in pamphlet form.

**SECTION 6.** That this Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED** by the Board of Trustees on a roll call vote on the 14 day of August, 2017.

**TRUSTEES:**

GERALD BALTHAZOR	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
ROBERT REDMOND	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
LORI GADBOIS	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
MICHAEL WATSON	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DON BARBER	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
JACLYN DUGAN-ROOF	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

**VILLAGE PRESIDENT:**

BRUCE ADAMS	Aye - <input type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
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<b><u>TOTALS:</u></b>	Aye - <u>6</u>	Nay - <u>0</u>	Absent - <u>0</u>
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**ATTEST:**

Michael J. Gasse

MICHAEL J. LAGESSE, VILLAGE CLERK

APPROVED this 14 day of August, 2017.

  
BRUCE ADAMS, VILLAGE PRESIDENT

**ATTEST:**

  
MICHAEL J. LAGESSE, VILLAGE CLERK

**PAGE BREAK**

STATE OF ILLINOIS            )  
  )        §§  
COUNTY OF KANKAKEE    )

I, Michael J. LaGesse, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-8-17-1, "A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS; THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS; AND THE TOWNSHIP OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, FOR THE PURPOSE OF JOINT OWNERSHIP AND OPERATION OF A MODEL T-300 TRAILER MOUNTED AIR CURTAIN TRENCH BURNER," which was adopted by the Village President and Board of Trustees at a meeting held on the 14 day of Aug, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 14 day of Aug, 2017.

  
MICHAEL J. LAGESSE, VILLAGE CLERK

(SEAL)

# **EXHIBIT A**

**AN INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF JOINT ACQUISITION, OWNERSHIP, OPERATION, MAINTENANCE, STORAGE, AND INSURANCE OF A MODEL T-300 TRAILER MOUNTED AIR CURTAIN TRENCH BURNER, ALONG WITH ALL NECESSARY ASSOCIATED FACILITIES AND APPURTENANCES**

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THIS INTERGOVERNMENTAL AGREEMENT for the purpose of joint acquisition, ownership, operation, maintenance, storage, and insurance of a Model T-300 Trailer Mounted Air Curtain Trench Burner, along with all necessary associated facilities and appurtenances (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Village of Bradley, Kankakee County, Illinois; the Village of Bourbonnais, Kankakee County, Illinois; and the Township of Bourbonnais, Kankakee County, Illinois (collectively “the Parties”).

**RECITALS**

**WHEREAS**, Section 10 of Article VII of the Constitution of the State of Illinois and the provisions of the Intergovernmental Cooperation Act (5 ILCS 2-20/1, *et. seq.*) empower each of the Village of Bradley, the Village of Bourbonnais, and the Township of Bourbonnais to obtain or share services and to exercise, combine, or transfer any power or function not prohibited by any law or ordinance; and

**WHEREAS**, the Village of Bradley, the Village of Bourbonnais, and the Township of Bourbonnais desire to jointly acquire and operate a Model T-300 Trailer Mounted Air Curtain Trench Burner (the “Burn Curtain”) pursuant to the terms and subject to the conditions of this Agreement; and

**WHEREAS**, this Agreement will regulate each of the Village of Bradley’s, the Village of Bourbonnais’s, and the Township of Bourbonnais’s respective rights and duties related to the acquisition, ownership, operation, maintenance, storage, and insurance of the Burn Curtain, including the acquisition and maintenance of all facilities and appurtenances necessary for the use of said Burn Curtain; and

**WHEREAS**, the Agreement will provide a cost sharing mechanism that will benefit all of the Village of Bradley, the Village of Bourbonnais, and the Township of Bourbonnais in their joint acquisition, ownership, operation, maintenance, storage, and insurance of the Burn Curtain; and

**WHEREAS**, the President and Board of Trustees of the Village of Bradley, the President and Board of Trustees of the Village of Bourbonnais, and the Corporate Authorities of the Township of Bourbonnais have determined that their respective participation in the Agreement is in the best interests of their respective citizens and have resolved to participate herein.

**NOW THEREFORE**, in consideration of: the matters set forth above; the agreements, covenants, representations, and undertakings made and contained in this Agreement; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

the Village of Bradley, the Village of Bourbonnais, and the Township of Bourbonnais hereby agree, covenant, represent, and undertake as follows:

### **ARTICLE I: GENERAL PROVISIONS**

**1.1: Recitals incorporated.** The preceding paragraphs are substantive and are incorporated herein as if fully set forth herein.

**1.2: General Definitions.** Unless the context clearly indicates otherwise, the capitalized words, terms, and phrases defined in the recitals set forth above and from time to time herein shall have the same meanings for all purposes of this Agreement. In addition, in all cases the singular shall include the plural, the plural shall include the singular, and a reference to any gender includes both genders and the neuter, as the case may be.

**1.3: Headings.** The headings in this Agreement are for convenience of reference only and shall not in any way or to any extent be interpreted to define, limit, or otherwise affect the provisions hereof.

### **ARTICLE II: BURN CURTAIN ACQUISITION**

**2.1 Shared Costs.** The Village of Bourbonnais shall be the Party primarily responsible for acquiring the Burn Curtain, but all of the Parties shall pay a pro rata share of the total cost of such acquisition ("Acquisition Costs"). Once the Village of Bourbonnais has acquired the Burn Curtain, it shall submit a final purchase invoice detailing the total amount of the Acquisition Costs to the Village of Bradley and the Township of Bourbonnais and request that each pay their respective pro rata share of such costs. Within thirty (30) days of receipt of such invoice, the Village of Bradley and the Township of Bourbonnais shall each pay their pro rata share of the Acquisition Costs.

### **ARTICLE III: MAINTENANCE AND COSTS**

**3.1 General Maintenance and Storage.** Except as otherwise provided in this Agreement, the Village of Bourbonnais shall be primarily responsible for providing all general maintenance required by the Burn Curtain from time to time, as well as for providing for adequate storage of the same during any period in which the Burn Curtain is not in use by any Party, but the costs of all such maintenance and storage shall be split equally between the Parties. Once per quarter, the Village of Bourbonnais shall provide the Village of Bradley and the Township of Bourbonnais with an itemized Statement of Expense for any and all normal maintenance performed on the Burn Curtain in the preceding quarter, as well as for any and all storage expenses incurred in that same time. Within thirty (30) days of receipt of each such Statement of Expense, the Village of Bradley and the Township of Bourbonnais shall each pay a pro rata share of the total maintenance and storage expenses incurred as set forth thereon.

**3.2 Damage and Repairs Other Than General Maintenance.** In the event that any of the Parties damage the Burn Curtain while it is in their care and in a manner that goes beyond normal wear and tear, that Party shall (1) immediately notice the other Parties of such damage

and any associated need for repair, and (2) secure any and all required repairs within a reasonable time thereafter. Whichever Party causes the damage that necessitates repairs as contemplated by this Section 3.2 shall be solely responsible for the cost of such repairs.

**3.3 Fuel.** At the end of each and every day that any Party uses the Burn Curtain, that same Party shall ensure that the Burn Curtain's fuel tank is completely full. In the event that any Party seeks to use the Burn Curtain on its regularly scheduled use date and discovers that the Burn Curtain's fuel tank is not completely full, such Party shall contact the Party that had last operated the Burn Curtain and that Party shall be required to immediately return and refuel the Burn Curtain at its own expense.

**3.4 Year-End Audit.** At the end of each fiscal year, the Parties shall work together to create a Year-End Audit report detailing the total costs of owning, operating, maintaining, and storing the Burn Curtain, as well as the approximate volume of debris burned over the course of that fiscal year. Once completed, the Year-End Audit shall be submitted to the Corporate Authorities of each Party for review and comment.

#### **ARTICLE IV: ROTATING USE CALENDAR AND EMERGENCY USES**

**4.1 General Operating Procedures.** Within thirty (30) days after the execution of this Agreement, all of the Parties, or their designees, shall meet and adopt such General Operating Procedures as may be necessary for the joint operation and use of the Burn Curtain, including but not limited to the adoption of a rotating use calendar by which each Party shall have an equal opportunity to use the Burn Curtain throughout the year. Thereafter, all Parties, or their designees, shall meet three times a year at times and locations agreeable to all to review the General Operating Procedures and Rotating Calendar and to make any changes to the same as they may determine from time to time to be expedient and necessary.

**4.2 Scheduled Use.** Each Party shall have full access to and use of the Burn Curtain during each period of the Rotating Calendar allocated to it. Parties may also have access to and use of the Burn Curtain during periods allocated to another Party, but only after requesting and receiving that Party's approval for such access and use.

**4.3 Emergency Use.** In the event that a natural disaster or other emergency, including but not limited to any storm or other meteorological phenomena that may tend to increase any Party's need to use the Burn Curtain, the Parties or their designees shall meet to discuss emergency scheduling and joint assistance scheduling as necessary. The intent of this section is to provide a mechanism by which the Parties can flexibly address any situation with which they are presented.

#### **ARTICLE V: LEASE AND MAINTENANCE OF NECESSARY PREMISES**

**5.1 Lease of Necessary Premises.** As soon as practicable after the execution of this Agreement, the Parties shall enter into a joint lease of such premises as are necessary for the safe operation of the Burn Curtain at all time relevant to this Agreement (the "Lease Premises"). The cost of such lease, as well as the cost of any and all improvements determined by agreement of



the Parties to be necessary for the safe operation of the Burn Curtain thereupon, and all costs for the maintenance of the Lease Premises shall be split pro rata between all Parties. No modification of or earth movement on the Leased Premises shall be undertaken without the written consent and approval of all of the Parties and the owner of the Leased Premises.

## **ARTICLE VI: INSURANCE AND INDEMNITY**

**6.1 Insurance.** Each Party shall maintain any property damage and/or personal injury liability insurance policies as are necessary to fully cover such Party's use of the Burn Curtain pursuant to this Agreement and the General Operating Procedures to be promulgated pursuant to Section 4.1 of this Agreement. It is the express intent of the Parties that each Party shall be solely responsible for any and all damage and/or injury that may result from such Party's operation of the Burn Curtain as anticipated by this Agreement and the aforementioned General Operating Procedures.

**6.2 Indemnity.** To the extent permitted by law, each Party hereby agrees to defend, indemnify and hold harmless all other Parties, including the payment of such Parties' respective attorney's fees and costs, from any loss or liability for damages to the Lease Premises, for damages to any third party or parties, and/or for any injury to or death of any person resulting from or otherwise relating to such Party's use and operation of the Burn Curtain under this Agreement, regardless of cause or fault. Further, each Party hereby agrees to indemnify defend, indemnify and hold harmless all other Parties from any claim of injury to any of that Party's employees, suffered while operating or otherwise using the Burn Curtain. It is the intent of the Parties, as set out in this Section, that whichever Party is using or operating the Burn Curtain at any given time shall be solely and completely responsible for any injury arising from such use.

## **ARTICLE VII: MISCELLANEOUS**

**7.1: Notices and Communications.** All notices, demands, requests for reimbursement, or other communications under or in respect to this Agreement or any provision hereof shall be made in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) personally delivered to the Village of Bradley, the Village of Bourbonnais, and/or the Township of Bourbonnais, as the case may be, at their respective addresses (or at such other address as each entity may designate from time to time by notice to the other entities), as follows:

If to the Village of Bradley:

Village of Bradley  
147 S. Michigan  
Bradley, IL 60915  
Attn: Village President

If to the Village of Bourbonnais:

Village of Bourbonnais  
600 Main St N.W.  
Bourbonnais, IL 60914  
Attn: Village President

If to the Township of Bourbonnais:

Township of Bourbonnais  
Bourbonnais Township  
1350 Armour Road  
Bourbonnais, IL 60914  
Attn: Township Supervisor

**7.2: Choice of Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. The Parties hereby agree that any action to enforce any provision of or right or obligation arising under this Agreement shall be brought exclusively in the Twenty-First Judicial Circuit Court of Kankakee County, Illinois.

**7.3: Written Modification.** Neither this Agreement nor any provision or provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired other than by an instrument in writing duly authorized and executed by all of the Parties.

**7.4: Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original. Further, the signature of the Parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

**7.5: Effective Date And Term.** This Agreement shall become effective upon its execution and delivery by and to all of the Parties (the "Effective Date") and shall be and remain in full force and effect until a date twenty-five years after the Effective Date, except that the Parties may cancel this Agreement at any time by mutual consent reflected in an instrument in writing duly authorized and executed by all of the Parties.

**7.6: Binding Authority.** The individuals that execute this Agreement on behalf of the Village of Bradley, the Village of Bourbonnais, and the Township of Bourbonnais hereby represent that they are authorized to bind their respective Party to the terms and conditions of this Agreement.

**7.7: Non-Assignability.** Neither this Agreement nor any provision hereof or any right or obligation arising hereunder may be assigned or transferred to any third party by any Party hereto.

**7.8: Entire Agreement/Integration.** This Agreement sets forth all of the terms and conditions agreed to by and between the Parties hereto. As such, this Agreement supersedes all prior negotiations, statements, agreements, or understandings, whether oral or in writing, with regard to the subject matters herein set forth.

**7.9: Severability.** In the event that any provision or part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration of invalidity or unenforceability shall not in any way affect the validity and enforceability of any and all other provisions of this agreement as can be given meaning and effect in the absence of such invalid or unenforceable provision(s). Any provision of this agreement that is so declared to be invalid or unenforceable shall be deemed stricken from this Agreement with the remainder of the terms and provisions of this Agreement to remain in full force and effect.

*[Signatures and acknowledgments on next page(s)]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS**

Bruce W. Adams

BY: BRUCE W ADAMS

ITS: VILLAGE PRESIDENT

**THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS**

Paul Schore

BY: Paul Schore

ITS: Village President

**THE TOWNSHIP OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS**

JEFF Humphrey

BY: Jeff Humphrey

ITS: Bourbonnais Township Supervisor

ACKNOWLEDGEMENT

STATE OF Illinois )  
  ) §§  
COUNTY OF Kankakee )

I, Susan E. Pranskus Notary Public in and for the State and County aforesaid, do hereby certify that Paul Schore, Village President of the Village of Bourbonnais, Kankakee County, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Village of Bourbonnais, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31<sup>st</sup> day of August 2017.

Susan E Pranskus  
Notary Public

My Commission Expires: 8/22/21



ACKNOWLEDGEMENT

STATE OF Illinois )  
COUNTY OF Kankakee ) §§

I, Gail Schultz a Notary Public in and for the State and County aforesaid, do hereby certify that Bruce W. Adams, Village President of the Village of Bradley, Kankakee County, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Village of Bradley, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of Sept 2017.

Gail Schultz  
Notary Public

My Commission Expires: 6-15-21



MY COMMISSION EXPIRES 06/15/14  
NOTARY PUBLIC, STATE OF ILLINOIS  
GAIL SCHULTZ  
"OFFICIAL SEAL"

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS )  
 ) §§  
COUNTY OF Kankakee )

I Cheryl Schlesinger Notary Public in and for the State and County aforesaid, do hereby certify that Jeff Humphrey, Township Supervisor of the Township of Bourbonnais, Kankakee County, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Village of Bradley, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of August 2017.

Cheryl Schlesinger  
Notary Public

My Commission Expires: 1/20/2021

