

VILLAGE OF BRADLEY

RESOLUTION NO. R-5-14-5

**A RESOLUTION AUTHORIZING AN  
INTERGOVERNMENTAL AGREEMENT FOR ROAD MAINTENANCE**

ADOPTED BY THE  
BOARD OF TRUSTEES  
VILLAGE OF BRADLEY

This 9 day of JUNE, 2014

CERTIFICATE:

  
\_\_\_\_\_  
Michael J. LaGesse, Village Clerk

**RESOLUTION NO. R-5-14-5**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR ROAD MAINTENANCE**

**WHEREAS**, the Village of Bradley and the City of Kankakee are parties to the Municipal Joint Sewage Treatment Agency Intergovernmental Agreement which agreement established the Kankakee River Metropolitan Agency (KRMA); and

**WHEREAS**, §10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 2-20/1, et seq.) provide authority for the Village, City and KRMA to obtain or share services and to exercise combine or transfer any power or function not prohibited by law or ordinance; and

**WHEREAS**, KRMA is willing to pay for the maintenance and repair of Brookmont Boulevard (from Kennedy Drive on the East to the entrance to KRMA's waste water treatment facilities) pursuant to the terms and conditions of an Intergovernmental Agreement for Road Maintenance (hereinafter the "Agreement"); and

**WHEREAS**, in order to effectuate the Agreement, it is necessary for the Village of Bradley to authorize and sign the Agreement;

**NOW THEREFORE, BE IT RESOLVED** by the President and the Board of Trustees of the Village of Bradley as follows:

**Section 1. Recitals Incorporated.** The above recitals are incorporated herein as though fully set forth.

**Section 2. Agreement Approved.** The Agreement (attached hereto as Exhibit A) between the Village, the City of Kankakee and the Kankakee River Metropolitan Agency is approved in substantially the form submitted, subject to final review and approval of the Village attorney.

**Section 3. Execution of the Agreement.** The Village President and the Village Clerk are directed to execute the Agreement on behalf of the Village in substantially the form submitted, and the Board of Trustees further authorizes the Village President, Village Clerk and any other applicable village officers to execute any and all documents in furtherance of the Agreement.

**Section 4. Severability and Repeal of Inconsistent Resolutions.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All resolutions, ordinances and motions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Effective Date.** This Resolution shall take effect from and after its adoption and approval.

PASSED this 9 day of JUNE, 2014

**TRUSTEES:**

Jerry 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"/>
George Golwitzer:	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
Melissa Carrico:	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
Eric Cyr:	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

Bruce Adams: Aye -  Nay -  Absent -

TOTALS: AYE - 6 NAY - 0 ABSENT - 0

APPROVED this 9 day of JUNE, 2014



Bruce Adams, President of the Board of Trustees of the Village of Bradley

**ATTEST:**



Michael J. LaGesse, Village Clerk

R-5-14-5

**INTERGOVERNMENTAL AGREEMENT FOR ROAD MAINTENANCE**

THIS INTERGOVERNMENTAL AGREEMENT FOR ROAD MAINTENANCE ("Agreement"), is made and entered into as of June, 2014, by and between the City of Kankakee an Illinois Municipal corporation (the "City"), the Village of Bradley an Illinois municipal corporation (the "Village"), and the Kankakee River Metropolitan Agency an Illinois intergovernmental agency ("KRMA" or "Agency").

**RECITALS**

WHEREAS, Village and City are parties to the Municipal Joint Sewage Treatment Agency Intergovernmental Agreement which agreement established KRMA; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of IL and the Intergovernmental Cooperation Act (5 ILCS 2-20/1, et seq.) provide authority for the City, Village and KRMA to obtain or share services and to exercise, combine or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, KRMA has deemed it desirable to contract for hauled in waste as a source of revenue for the Agency; and

WHEREAS, KRMA recognizes that transport of hauled in waste creates additional wear and tear from semi-truck traffic on Brookmont Boulevard, a City and Village street; and

WHEREAS, KRMA is willing to pay for the maintenance and repair of Brookmont Boulevard pursuant to the terms and conditions of this Agreement.

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 is hereby acknowledged, Village and KRMA hereby agree, covenant, represent and undertake as follows:

**ARTICLE I - GENERAL**

Section 1.1 Recitals Incorporated. The preceding paragraphs are substantive and incorporated herein as though fully set forth herein.

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

Section 1.3 Headings. The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

**ARTICLE II - MAINTENANCE & REPAIR**

2.1 KRMA agrees that during the term of this Agreement and as long as it contracts with

entities for the processing of hauled in waste, that it shall maintain and repair at its expense that section of Brookmont Boulevard (the "Boulevard") from Kennedy Drive on the East to the entrance to KRMA's waste water treatment facilities.

2.2 All work performed to maintain and repair the Boulevard shall be done in a good and workmanlike manner and shall comply with all pertinent regulations of the City and Village for road repair and maintenance in effect from time to time.

### **ARTICLE III - MISCELLANEOUS**

**Section 3.1 Insurance.** KRMA agrees to maintain comprehensive general liability insurance for any claims which may arise from or relating to its obligations under this Agreement in the amount of one million dollars per occurrence and two million dollars in the aggregate with umbrella overlay coverage of seven million dollars. KRMA shall name the City and Village, except for its worker's compensation coverage, as additional insured on its policies. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having an AM Best Company rating of not less than A IX. KRMA agrees that it shall be solely responsible for providing worker's compensation coverage for its employees.

**Section 3.2 Notices and Communications.** All notices, demands, requests for reimbursement or other communications under or in respect of this Agreement shall be 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) delivered, in each case, to Village and KRMA at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

If to Village:

Mr. Bruce Adams  
President, Village of Village  
269 North Main Street  
Bradley, IL 60950

If to City:

Ms. Nina Epstein  
Mayor, City of Kankakee  
304 S. Indiana Avenue  
Kankakee, IL 60901

If to KRMA:

Mr. Richard Simms  
Executive Director  
1600 W. Brookmont, Blvd.  
Kankakee, IL 60901

**Section 3.3 Indemnification.** Unless caused by the negligent or willful acts or omissions of the City or Village, its officials, employees or agents, KRMA shall have the duty to defend, indemnify and hold harmless City and Village for the negligent, and/or willful and wanton acts or omissions of its officers, employees and agents from any claims, loss, damage, expense or liability of any nature whatsoever as a result of the acts or omissions of KRMA under this Agreement.

**Section 3.4 Illinois Law & Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. The parties agree that any action to enforce any

right or obligation arising out of this Agreement shall be brought in the Twenty-first Judicial Court in the County of Kankakee, State of Illinois.

**Section 3.5 Written Modification.** Neither this Agreement nor any provisions hereof maybe changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both parties.

**Section 3.6 Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**Section 3.7 Effective Date and Term.** This Agreement shall become effective upon its execution and delivery by the Village and KRMA ("effective date") and shall be and remain in full force and effect until twenty five years from the effective date. The parties may cancel this Agreement at any time by mutual consent.

**Section 3.8 Binding Authority.** The individuals executing this Agreement on behalf of the Village and KRMA represent that they are authorized to bind their respective party to the terms and conditions of this Agreement.

**Section 3.9 Assignment.** This Agreement may not be assigned by any party hereto.

**Section 3.10 Entire Agreement.** This Agreement sets forth all of the terms and conditions between the parties and supercedes all prior negotiations, statements or agreements, either written or oral, with regard to the subject matter hereof.

**Section 3.11 Severability.** If any provisions of this Agreement are held to be invalid by a court of competent jurisdiction, such provisions shall be deemed stricken with the remainder of the terms of this Agreement to remain in full force and effect.

City of Kankakee

Village of Bradley

By: Maria E. Proctor  
Its: Mayor

By: Bruce W. Adams  
Its: VILLAGE PRESIDENT

Attest: [Signature]

Attest: [Signature]

Date: 6-17-14

Date: 6-12-14

Kankakee River Metropolitan Agency

By: *[Signature]*

Its: Chairman

Attest: *Paul Schure*

Date: 6-17-14