

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BEECHER, THE WASHINGTON ROAD DISTRICT, WASHINGTON TOWNSHIP, THE BEECHER FIRE PROTECTION DISTRICT, AND THE BEECHER COMMUNITY SCHOOL DISTRICT #200-U TO SHARE FUEL TANKS AND PROCURE FUELS

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, are authorized by the “Intergovernmental Cooperation Act” (5 ILCS 220/1) to enter into contracts or otherwise associate with other public agencies in any manner not prohibited by law or ordinance; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have previously shared fuel tanks and jointly procured fuels with other governmental entities; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that it is in their best interests to enter into an intergovernmental agreement with the Washington Road District, Washington Township, Beecher Fire Protection District, and the Beecher Community School District (hereinafter the “participating Agencies”), all of which are public agencies pursuant to 5 ILCS 220/2, for the continued operation and use of the fuel tanks and to jointly procure fuels; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, having reviewed the Illinois Compiled Statutes, as amended from time to time, the proposed Intergovernmental Agreement, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher to authorize the President and Clerk to execute an Intergovernmental Agreement with the participating Agencies for the continuation of the Beecher Fuel Committee.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That the Village Board of the Village of Beecher, Will County, Illinois, does hereby approve the document entitled “**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BEECHER, THE WASHINGTON ROAD DISTRICT, WASHINGTON TOWNSHIP, THE BEECHER FIRE PROTECTION DISTRICT, AND THE BEECHER COMMUNITY SCHOOL DISTRICT #200-U TO SHARE FUEL TANKS AND PROCURE FUELS (2021)**” by and between the Village of Beecher, the Washington Road District, Washington Township, Beecher Fire Protection District, and the Beecher Community School District, a true, correct and complete copy of which is marked as *Exhibit A*, attached hereto, and incorporated by reference as if fully set forth herein, and the Village Board does hereby further authorize the Village President and the Village Clerk to execute *Exhibit A* on behalf of the Village of Beecher and to perform any other action as may be necessary or convenient to effectuate this Ordinance.

SECTION TWO: That all existing Ordinances and Village Code provisions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION THREE: If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance, and this Village Board hereby expressly acknowledges that it would have enacted this Ordinance even with the invalid portion deleted.

SECTION FOUR: That this Ordinance shall be in effect immediately after its passage by the Village Board, its approval by the President, and its publication as required by law, and recording.

PASSED and APPROVED this ___ day of _____, 2021.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Marcy Meyer, Village President

ATTEST:

Janett Conner, Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BEECHER, THE WASHINGTON ROAD DISTRICT, WASHINGTON TOWNSHIP, THE BEECHER FIRE PROTECTION DISTRICT, AND THE BEECHER COMMUNITY SCHOOL DISTRICT #200-U TO SHARE FUEL TANKS AND PROCURE FUELS (2021)

This Intergovernmental Agreement (hereinafter “Agreement”) is entered into by and between the Village of Beecher (hereinafter “Village”); Washington Township; Washington Township Road District (hereinafter “Road District”); Beecher Fire Protection District (hereinafter “Fire District”), and Beecher Community School District #200-U (hereinafter “School”) all in Will County, Illinois, to share fuel tanks and procure fuels.

RECITALS

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, 5 ILCS 220/1, entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/2, defines a public agency as “any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.”; and

WHEREAS, the Village, Washington Township, the Road District, the Fire District, and the School are all units of local government within the corporate boundaries of Will County, Illinois; and

WHEREAS, the Village, Washington Township, the Road District, the Fire District, and the School seek to engage jointly in the purchase of storage and fuel tanks and the maintenance thereof and dispensing of fuel for the use of the Village, Washington Township, the Road District, the Fire District, and the School in their governmental capacity; and

WHEREAS, the joint purchase, maintenance and use of fuel, fuel dispensing and fuel storage tanks for use by the Village, Washington Township, the Road District, the Fire District, and the School will be more effective and economical by the joint efforts of the Parties.

COVENANTS

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, the Village, Washington Township, the Road District, the Fire District, and the School agree as follows:

1. **Incorporation of Preambles.** The foregoing Recitals are hereby incorporated herein as if fully set forth herein.
2. **Term.** The Term of this Agreement shall be from November 1, 2021, to October 31, 2025, provided however, that this Agreement shall only be effective when executed by the Parties and authorized by respective Parties. The prior Agreement of some of the Parties is superseded and replaced by this Agreement.
3. **The Facilities.** The Parties hereto have purchased of two (2) fuel tanks: a 1,500 diesel fuel tank and 1,000 gallon unleaded regular gas tank and the necessary fuel dispensing equipment, which are located on the Township property. The Township grants each Party, and its employees, a license to enter the Township property for such purposes of using the fueling Facilities. All dispensing equipment, and the installation thereof, shall conform to all local, county, state and governmental regulations. Each tank shall be equipped with a turn-key mechanism or a magnetic card system to allow for accurate measurement of fuel used and the Party dispensing the fuel.
4. **Initial Investment.** The Parties hereto have made an initial investment as follows:
 - 7% by the Fire District;
 - 21% by the Road District;
 - 28% by the Village; and
 - 44% by the School.

In the event of the termination of this Agreement by mutual agreement or otherwise or by a majority of the Parties, all tanks, fuel, and equipment shall be sold in accordance with the provisions of the Illinois Statutes regarding the sale of municipal property and the sale proceeds shall be divided in the same proportion as the initial investment percentages stated above.

5. All expenditures for improvements, maintenance or other agreed matters shall be paid from existing funds derived from the Administrative Fee first. If insufficient funds are available, then the Parties agree to allocate future costs based on their proportionate share of consumption of the overall fuel rounded to the nearest whole percentage or as approved by the Beecher Fuel Committee with a unanimous vote.
6. **Beecher Fuel Committee.** The Beecher Fuel Committee is hereby established. The Beecher Fuel Committee shall meet as often is as reasonable necessary and all meetings shall be subject to the Illinois Open Meetings Act. Minimally, an annual meeting of the Beecher Fuel Committee shall be held to discuss options for the purchase of fuel, replacing and maintenance of equipment and reviewing the financial position of the Joint Community Fuel Fund.

7. The Beecher Fuel Committee may establish rules and regulations for the use of the Facilities. The Beecher Fuel Committee may purchase fuel for the Parties and may designate an individual to be authorized to make such fuel purchases. The Beecher Fuel Committee shall consist of the following individuals, or their designee, as follows:

For the Village: Village President Appointment
For the Road District: Township Road Commissioner
For the Fire District: Fire Chief
For the School: Superintendent of Schools or designee
For the Township: Washington Township Supervisor or designee

8. All fuel shall be purchased from sources agreed upon by a majority of the Beecher Fuel Committee. The Village shall be responsible to bill each of the Parties separately for fuel used and consumed by each Party determined by the key mechanism or magnetic card system. (For example: If the total fuel purchased is 1,000 gallons and the usage system shows the Village used 250 gallons, the Village would pay 25% of the cost of the 1,000 gallons purchased.) Records of all fuels purchased and used by the Parties shall be kept by the Village in a convenient location and available to all Parties for inspection or copying. The Parties agree to pay the costs for such fuel together with an Administrative Fee as determined by the Beecher Fuel Committee for shrinkage and capital improvements. The Administrative Fee shall be placed in the Joint Community Fuel Fund as already established. Since the Administrative Fee pays for the cost of operating the fuel system, all parties agree to purchase 100% of their fuel from the Beecher Fuel Committee.

9. Fuel shall only be used for operation of the Village, Washington Township, the Road District, the Fire District, and the School vehicles. Under no circumstances shall there be any private use of fuel from the tanks.

10. The Village, Washington Township, the Road District, the Fire District, and the School shall each place the fuel tanks on their liability insurance policies and furnish each other with copies of the endorsement that includes the tanks during any period any party shall participate in this Agreement. All Parties recognize and understand that the use, operation and maintenance of the fuel dispensing facility carries a potential for liability. Each party therefore agrees to be jointly and severally liable for any and all loss, cost, claim or cause of action that may occur through or by virtue of the use of this Agreement. The Parties agree to indemnify, defend and hold each other harmless from any and all claims, costs or other liability that is or may arise from the their respective use of the property and/or facilities, tanks or dispensing devices and to share in such potential liability.

11. This Agreement may be amended at any time by mutual agreement of the Parties; provided however, that before any amendment, a resolution of each of the Parties must be passed. In the event any other governmental party may wish to join the Parties in this cooperative effort, all Parties to this Agreement must agree, 1) to allow another party to join; and 2) enter into a written agreement with the new party setting forth the cost of fuel dispensed to be paid by the new party and any other terms and conditions desired by the Parties to this Agreement.

12. The address of each entity for notice purposes pursuant to this Agreement is as follows:

Village of Beecher, P.O. Box: 1154, 625 Dixie Highway, Beecher, IL 60401

Township of Washington, Road Commissioner, 30200 Town Center Road, Beecher, IL 60401

Supervisor of Washington Township, 30200 Town Center Road, Beecher, IL 60401

President, Beecher Fire Protection District, P.O. Box 759, Beecher, IL 60401

Supt. Beecher Community Unit School District #200-U, P.O. 338, 538 Miller St., Beecher, IL 60401

13. All disputes and differences that may hereafter arise between the Parties shall be placed before an arbitrator to be agreed upon between the Parties who shall hear the dispute and differences and such decision shall be binding on the Parties. If the parties cannot agree on an arbitrator, the disputed matter or difference shall be submitted to the American Arbitration Association or any other recognized arbitration association for a binding decision. The costs of the arbitrator shall be equally shared by the disputing Parties.

IN WITNESS WHEREOF, the Village of Beecher, by its President and attested by its Clerk; the Township of Washington, by its Supervisor and attested by its Clerk; the Washington Township Road Commissioner; the Beecher Fire Protection District, by its President, and attested by its secretary; and the Beecher School District #200-U, by its President and attested by its secretary, all have executed this agreement with a copy of the Ordinance or Resolution authorizing its execution by each Party being attached hereto.

APPROVED:

Village of Beecher

By: _____
Village President

Attest: _____
Village Clerk

APPROVED:

Township of Washington

By: _____
Township Supervisor

Attest: _____
Township Clerk

APPROVED:

Beecher Fire Protection District

By: _____
President

Attest: _____
Secretary

APPROVED:

Washington Township Road Commissioner

By: _____
Road Commissioner

APPROVED:

Beecher Community School District #200-U

By: _____
President

Attest: _____
Secretary

Joint Fuel Administrative Duties

Date	Description	Time / hours
08/25/21	Prepare financial reports for meeting	2.5
08/26/21	Attend fuel meeting and take notes	1.5
08/27/21	Deposit payments from School and Township. Update Locis, Excel and Quicken	0.5
08/30/21	Pay fuel invoice from Co-Alliance (write check, enter into Locis, excel and quicken)	0.5
08/31/21	Type meeting minutes	1
09/01/21	Prepare monthly invoices to users. Enter in Excel. Mail to users	1.5
09/01/21	Reconcil bank account in quicken and Locis	1
09/03/21	Pay fuel invoice from Co-Alliance (write check, enter into Locis, excel and quicken)	0.5
09/07/21	Create monthly invoice for Township electric and Village Admin fee. Transfer money for Village fee. Write check for Township. Add to Quicken and Locis.	1
09/08/21	Deposit payments from Fire Department. Update Locis, Excel and Quicken	0.5
09/10/21	Pay fuel invoice from Co-Alliance (write check, enter into Locis, excel and quicken)	0.5
09/15/21	Work with Auditors providing reports and answering questions	1.5
09/17/21	Pay fuel invoice from Co-Alliance (write check, enter into Locis, excel and quicken)	0.5
09/20/21	Deposit payments from School and Village. Update Locis, Excel and Quicken	0.5
09/21/21	Work on software cleanup - names, etc.	1.5
09/24/21	Pay fuel invoice from Co-Alliance (write check, enter into Locis, excel and quicken)	0.5

TOTAL HOURS

15.5