

**AGENDA**

**CITY OF PLANO**

**COMMITTEE OF THE WHOLE**

**July 10, 2023**

**Immediately following the City Council  
meeting**

1. CITIZEN'S COMMENTS
2. Crossing Guard Replacement - Request To Hire Grace Short At \$ 13.80 Per Hour
3. IGA - Plano/Sandwich - Emulsion Storage Tank

Documents:

[IGA-PLANO SANDWICH - EMULSION STORAGE TANK.PDF](#)

4. CITIZEN'S COMMENTS
5. Aldermen Comments/Questions

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF PLANO AND THE CITY OF SANDWICH  
WITH RESPECT TO USE OF  
PLANO'S TAR AND CHIP EMULSION STORAGE TANK**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF PLANO, of Kendall County, Illinois a non-home rule municipality organized and existing under the laws of the State of Illinois (hereinafter "Plano"), and the City of Sandwich, of DeKalb and Kendall Counties, Illinois, a non-home rule municipality organized and existing under the laws of the State of Illinois (hereinafter "Sandwich"). Each individually a "Party" and collectively the "Parties" hereto.

**RECITALS**

**WHEREAS**, Plano currently owns a tar and chip emulsion storage tank, and Sandwich desires the opportunity to use said emulsion storage tank;

**WHEREAS**, the Parties desire to enter into an intergovernmental agreement over Sandwich's use of Plano's tar and chip emulsion storage tank setting forth the terms associated with the use;

**WHEREAS**, both Parties, being units of local government, have the authority to enter into agreements among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinances pursuant to Article VII, Section 10 of the Constitution;

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides for the joint exercise of powers, privileges, or authority by units of government and provides for intergovernmental contracts;

**WHEREAS**, Section 9-1-1 of the Illinois Municipal Code (65 ILCS 5/9-1-1 et seq.) provides for the adoption of agreements as to local improvements; and

**WHEREAS**, the Parties desire to enter into terms by entering this Agreement associated with the use of Plano's tar and chip emulsion storage tank.

**NOW, THEREFORE**, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between Plano and Sandwich, as follows:

1. The foregoing recitals are hereby incorporated as findings of fact as if fully set forth here.

2. Sandwich's use of the tar and chip emulsion storage tank will be limited to Plano's shop hours which consist of Monday through Friday, from 7:00 a.m. to 3:00 p.m.
3. Sandwich must use the same product as Plano as to not mix different emulsions in the tank. Plano currently uses HFE-90, and it will be Sandwich's obligation to ensure that it is using the current emulsions utilized by Plano.
4. Sandwich must use all the product they purchase within the product's designated shelf life as stated by the distributor. Plano's distributors suggest a 30-day window from the day of deliver. If for some reason that timeframe cannot be met, Sandwich will be held responsible for the pumping out and cleaning of the emulsion tank at 100% of the cost to Sandwich.
5. Plano and Sandwich agree to a 50/50 cost-sharing maintenance of the wearable items associated with the emulsion tank due to the increased time it is in service as part of this shared program starting from the date Sandwich first uses the tank.
6. Plano and Sandwich agree to a 100% repair cost to the emulsion tank if the operator error of either respective Party's program is the sole cause of any damages to the emulsion tank.
7. Any accidents, negligence or environmental mishaps, whether spillage is involved at the tank site, damage to vehicles, buildings, and/or surrounding areas, and anything associated with the use of the emulsion storage tank will be sole responsibility of the Party involved in any mishap at 100% of its cost and liability.
8. Sandwich agrees to time and run their program after Plano has concluded their program as to not have both Parties' emulsion together in the same tank for the ease of billing, accounting, and other factors.
9. Aggregate will be storage at each Party's respective public works facility and will be managed by each of the respective Parties.
10. This Agreement is not intended to benefit any third party, and no third-party beneficiary shall be deemed created hereby. This Agreement is binding only upon Plano and Sandwich, and their respective successors and assigns.
11. Neither Party shall either directly or indirectly seek any modification to this Agreement through court action. This Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities, in a writing signed by both Parties.
12. If any provisions of the Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of the Agreement, which can be given effect

without the invalid provisions, and to this end the provisions of this Agreement are too severable.

13. This Agreement shall be in full force and effect for a period of \_\_\_\_\_ (\_\_\_) years from the date hereof and for such further and additional time as the Parties hereto may agree by amendment to this Agreement.
14. This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by each of the respective Parties and filed with the appropriate Clerks.
15. Both Parties agree that the purpose and intent of this Agreement is to foster mutual cooperation on all municipal issues confronted by the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused the execution of their duly authorized officer on the date first listed above.

**CITY OF PLANO**

**CITY OF SANDWICH**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk