

**VILLAGE OF LODA  
IROQUOIS COUNTY, ILLINOIS**

ORDINANCE 2018-04 2018-03

**AN ORDINANCE APPROVING AN INTER-GOVERNMENTAL  
AGREEMENT BY AND BETWEEN SAID VILLAGE AND THE LODA  
SANITARY DISTRICT FOR THE DISSOLUTION OF SAID SANITARY  
DISTRICT**

WHEREAS, it is proposed that the Village of Loda enter into an inter-governmental agreement with the Loda Sanitary District for dissolution of said sanitary district and accepting the responsibility of said Loda Sanitary District for the provisions of sanitary services in the village.

WHEREAS, a copy of said proposed agreement is attached hereto, marked "Exhibit A" and made a part hereof.

WHEREAS, the President and the Village Board of the Village of Loda finds it in the best interest of the said Village of Loda to approve said agreement.

NOW THEREFORE, be it HEREBY ORDAINED by the President and the Village Board of the Village of Loda, Iroquois County, Illinois, as follows:

1. That said agreement by and between the Village of Loda and the Loda Sanitary District for dissolution of said district and providing for the acceptance of the responsibilities to provide sanitation for the village by the Village of Loda be and is hereby approved, a copy of said proposed agreement is attached hereto, marked "Exhibit A" and made a part hereof.
2. That the officers of the Village of Loda are hereby authorized and directed to execute said agreement on behalf of the Village of Loda.
3. That the officer, agents, and employees of the Village of Loda are hereby authorized to and directed to perform the obligations of the Village of Loda pursuant to said agreement and accordance with its terms
4. That this Ordinance shall be effective as of its passage and adoption as provided by law.

PASSED AND ADOPTED by the President and Village Board of the Village of Loda, Iroquois County, Illinois on the 10 day of January 2018

APPROVED: Carol Arseneau  
Carol Arseneau, Village President

[SEAL]

ATTEST:

Regina Ptacek  
Regina Ptacek, Village Clerk



AGREEMENT  
VILLAGE OF LODA

THIS AGREEMENT, including any exhibit attached hereto (collectively, this "Agreement"), is made and entered into as of \_\_\_\_\_, 2017, but actually executed by each of the undersigned parties on the dates set forth beneath the respective signatures of their duly authorized officers below, by, and between the Loda Sanitary District, Iroquois County, Illinois (Sanitary District) and the Village of Loda, Iroquois County, Illinois (Village).

W I T N E S S E T H:

WHEREAS, the Sanitary District is a unit of local government under and pursuant to Article VII of the Constitution of the State of Illinois and is organized pursuant to the Sanitary District Act of 1917 of the State of Illinois as found in 70 ILCS Section 2405/0.1. *et seq.* and has the authority to exercise any power and perform any function pertaining to their government and affairs including, but not limited to, the power to provide for the disposal of sewage within the boundaries of the Sanitary District and thus provide for the preservation of the public health, comfort and convenience of the residents residing within the limits of the Sanitary District; and

WHEREAS, the Village is a unit of local government under and pursuant to Article VII of the Constitution of the State of Illinois and is organized pursuant to the Illinois Municipal Code as found in 65 ILCS 5/1-1-1, *et seq.* and has the authority to exercise any power and perform any function pertaining to their government and affairs including, but not limited to, the power to provide for the disposal of sewage within the boundaries of the Village and provide for a sewerage system for the preservation of public health, comfort and convenience of the residents residing with the limits of the Village; and

WHEREAS, Section 10 Article of VII of Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1. *et seq.*) further provide authority for the Sanitary District and the Village to obtain or share services and to exercise, combine, or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, the Board of Trustees of the Loda Sanitary District have deemed it to be in the best interests of the Sanitary District to dissolve; and

WHEREAS, prior to dissolution Section 27 of the Sanitary District Act of 1917 (70 ILCS 2405/27) requires the entering into of an intergovernmental agreement for the mutual expenditure of funds for joint work and for the transfer of assets and that all assets and responsibilities of the sanitary district be properly assigned to the successor; and

WHEREAS, the public interest requires and it is to the mutual interest of the parties hereto to join together in this cooperative program;

NOW, THEREFORE, for and in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Agreement, the mutual advantages to be derived therefrom, the execution of this Agreement by the participating parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby



acknowledged, the Sanitary District and the Village hereby agree, covenant, represent, and undertake as follows:

## ARTICLE I In General

Section 1.1. General Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms, and phrases defined in the recitals and preambles hereto and elsewhere 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 1.2. Certain Phrases. The words "hereof," "herein," "hereunder," "hereto," and other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used.

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 Work and Funds Transfer

Section 2.1. Work of Sanitary District. The Sanitary District has the statutory authority to construct and maintain a plant or plants for the purification and treatment of sewage and to maintain one or more outlets for the drainage thereof; to acquire sanitary facilities, including but not limited to, drains, ditches, sewers, outlets and sewerage treatment plants and to maintain, operate, enlarge, reconstruct and repair said sanitary facilities.

Section 2.2. Works of Loda Sanitary District. The Loda Sanitary District has not constructed nor does it maintain nor does it operate any plant or plants for the purification and treatment of sewerage nor does the Loda Sanitary District maintain any outlet for the drainage thereof, nor has the Loda Sanitary District acquired any sanitary facilities, including but not limited to drains, ditches, sewers, outlets nor sewerage treatment plants.

Section 2.3. Assets of The Loda Sanitary District. The only asset of the Loda Sanitary District is funds on hand which were obtained from real estate tax levies, replacement tax distributions from the State of Illinois and interest.

Section 2.4. Transfer of Fixed Sum. That within 60 days of the final approval of this Agreement by a Court of competent jurisdiction of the Sanitary District shall pay to the Village the sum of Seven Thousand Four Hundred Thirty-Five Dollars and Fifty-six cents (\$7,435.56).

Section 2.5. Transfer of Residue. The Sanitary District shall pay to the Village 21.628% of all money remaining after the business affairs of the sanitary district have been closed up and all the debts and obligations of the sanitary district have been paid.

Section 2.6. Use of Funds. The Village hereby agrees that said sums set forth in Sections 2.4 and 2.5 shall be used solely to acquire sanitary facilities, including, but not limited to, drains, ditches, sewers, outlets, sewerage treatments plants and to maintain, operate, enlarge, reconstruct and repair the same.



ARTICLE III  
Assumption of Duties

Section 3.1. Assumption of Duties. That upon final approval of this Agreement by a Court of competent jurisdiction the Village hereby assumes all of the duties and obligations of the Sanitary District within the boundaries of the Village of Loda, Illinois, only.

Section 3.2. Indemnification. To the fullest extent permitted by law, the Village shall indemnify, defend, and hold harmless the Sanitary District and its trustees, officers, agents, employees, and attorneys from and against claims, suits, judgments, costs, attorney's fees, damages, or other relief arising out of or resulting from the Village's performance under this Agreement or arising out of or resulting from the dissolution of the Sanitary District.

ARTICLE IV  
Miscellaneous

Section 4.1. Illinois Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 4.2. Written Modification. Neither this Agreement nor any 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 both the Sanitary District and the Village, prior to approval of this Agreement by a court of competent jurisdiction. After approval of this Agreement by the Court this Agreement, nor any provision thereof, may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired.

Section 4.3. Effective Date and Term. This Agreement shall become effective upon its execution and delivery by both the Sanitary District and the Village and shall be submitted to a court of competent jurisdiction for approval by the Court as part of this dissolution of the Sanitary District.

Section 4.4. Entire Agreement. This Agreement constitutes the entire agreement of the Sanitary District and the Village on the subject matter hereof. The Village represents, warrants, covenants, and agrees that no representation, warranty, covenant, or agreement shall be binding on the Sanitary District unless expressed in writing herein or by written modification pursuant to §4.2 hereof. There are no oral understandings or agreements not set forth in writing herein.

Section 4.5. Prohibition Against Assignment. Neither party may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any party shall have any right, claim or title to any part, share, interest, funds or assets of the Sanitary District.

Section 4.6. Invalidity. Should any portion, term, condition or provision of this Agreement be determined by a court of competent jurisdiction to be invalid under the law of the State of Illinois or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

Section 4.7. Counterparts. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

Section 4.8. Approval. Each party hereto covenants and warrants that it enters into this agreement by a 2/3rds vote of its corporate authorities.

IN WITNESS WHEREOF, the Sanitary District and the Village have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

LODA SANITARY DISTRICT  
IROQUOIS COUNTY, ILLINOIS

VILLAGE OF LODA  
IROQUOIS COUNTY, ILLINOIS

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: \_\_\_\_\_  
Carol Arseneau, Village President

ATTEST:

ATTEST:

\_\_\_\_\_  
Robert E. Martensen, Clerk

*Carol Arseneau*  
\_\_\_\_\_  
~~Village Clerk~~ Village President

Date: \_\_\_\_\_, 2017

Date: January 10, 2018

*Regina Ptacek*  
Village Clerk

