

**RESOLUTION NO 25-R-20**

**A RESOLUTION TO APPROVE THE INTERGOVERNMENTAL  
AGREEMENT ORLAND TOWSHIP ROAD DISTRICT**

WHEREAS, the Tinley Park-Park District is located in Cook & Will Counties of Illinois; and

WHEREAS, the State of Illinois has authorized participation in Intergovernmental Agreements (IGA) to all units of local government, including park districts through the Illinois Constitution, Article VII, Section 10. It is further clarified in statutory authority within the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Park District is in need of and desires to purchase untreated rock salt for use by the Park District during the 2025-2026 winter season; and

WHEREAS, the Orland Township Road District maintains a surplus of rock salt and agrees to sell a total amount of 50 tons at a cost no less than the unit price of \$64.19 per ton, as competitively bid and procured through a joint master purchase contract awarded by the State of Illinois for fiscal year 2025-2206; and

WHEREAS, the Board of Commissioners of the Tinley Park-Park District find it is in the best interest of the District to purchase untreated rock salt for use by the Park District during the 2025-2026 winter season from Orland Township Road District at a cost of \$64.19 per ton.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Tinley Park-Park District as follows:

SECTION 1: The Preambles hereto are hereby made a part of, and an operative provision of, this Resolution as if fully restate herein.

SECTION 2: The Request attached hereto as Exhibit 1, and made a part hereof, is hereby approved.

SECTION 3: That this Resolution shall be in full force and effect on the date approved and passed by the Board of Commissioners of the **TINLEY PARK-PARK DISTRICT**.

Approved and passed this 16th day of April, 2025.

AYES: 4  
NAYS: 0  
ABSENT: 1  
ABSTAIN: 0

TINLEY PARK-PARK DISTRICT

Marie Ryan  
President, Board of Park Commissioners

Attest:

Lisa O'Donovan  
Secretary, Board of Park Commissioners

**EXHIBIT 1 RESOLUTION NO 25-R-20**

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EXHIBIT 1 TO FOLLOW

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TINLEY PARK  
PARK DISTRICT AND THE ORLAND TOWNSHIP ROAD DISTRICT**

This Agreement is made and entered into by and between the Tinley Park Park District, Cook County, Illinois ("Park District") and the Orland Township Road District, Cook County, Illinois ("Road District"), (together the "Parties"), by and for the mutual benefits and purposes set forth below.

**WHEREAS**, the Park District is a unit of local government organized and operating pursuant to the *Park District Code*, 70 ILCS 1205/1-1 *et seq.*; and

**WHEREAS**, the Road District is a unit of local government established and governed by the *Illinois Highway Code*, 605 ILCS 5/6-101, *et seq.*; and

**WHEREAS**, the Park District is in need of and desires to purchase untreated rock salt ("Rock Salt") for use by the Park District during the 2025-2026 winter season; and

**WHEREAS**, the Road District declares that it maintains a surplus of Rock Salt that is no longer necessary or useful to the Road District; and

**WHEREAS**, the Park District and the Road District are empowered to cooperate and make agreements with respect to the transfer and sale of personal property under the Illinois Constitution, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and the Local Governmental Property Transfer Act, 50 ILCS 605/1 *et seq.*; and

**WHEREAS**, the Park District and Road District agree that it is in the best interests of the Parties and the residents of Orland Township for the Park District and the Road District to enter into an intergovernmental agreement to allow for the Park District's purchase of surplus Rock Salt from the Road District.

**NOW THEREFORE**, the Park District acting through its Board of Trustees and the Road District acting through its Highway Commissioner agree as follows;

1. The preamble recitals set forth above shall be and are hereby incorporated as if fully set forth in this paragraph 1.

2. The Road District agrees to sell Rock Salt to the Park District for the 2025-2026 winter season, in a total amount 50 tons, and at a cost no less than the unit price of \$64.19 per ton, which represents the price paid by the Road District for its purchase of the Rock Salt from Morton Salt, Inc., as competitively bid and procured through a joint master purchase contract awarded by the State of Illinois for fiscal year 2025-2026.

3. This Agreement shall become effective upon its execution by the Parties hereto and shall continue through March 31, 2026. Prior to the termination of this Agreement, any Party may request the other Party to enter into good faith negotiations to extend the term of this Agreement or enter into a new Agreement.

4. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of the Agreement, such provision shall be fully severable; and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. This Agreement may not be modified or amended except by a writing of equal formality signed by all of the Parties and authorized by a due and proper vote of the Park District and the approval of the Highway Commissioner.

6. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

7. The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of the Agreement.

8. This Agreement represents the entire integrated agreement between the Parties and supersedes all past agreements and all negotiations, representations, promises or agreements, either written or oral, made during the course of negotiations leading to this Agreement.

**IN WITNESS WHEREOF**, the Park District and the Road District have caused this Intergovernmental Agreement to be executed by duly authorized officers as indicated below.

Tinley Park Park District

By: Maria Ryan  
Park District President

Dated: April 22, 2025

Orland Township Road District

By: [Signature]  
Highway Commissioner

Dated: April 11, 2025