

ORDINANCE NO. _____

**AN ORDINANCE AMENDING REGARDING AN
INTERGOVERNMENTAL AGREEMENT RELATIVE TO
WATER SERVICE IN THE COMMUNITY**

**(ILLINOIS COMMERCE COMMISSION AND
ILLINOIS AMERICAN WATER)**

WHEREAS, the City of Urbana has a population of more than 25,000 and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, the City of Urbana has an interest in ensuring that its citizens have reliable, low-cost water service; and

WHEREAS, periodically the local water company seeks rate increases that the City does not believe are in the best interests of its citizens; and

WHEREAS, from time to time, the City of Urbana and other municipalities deem it prudent and necessary to work together to present evidence and argument before the Illinois Commerce Commission in rate cases involving the local water supply system; and

WHEREAS, the City of Urbana, the City of Champaign, and the Village of Savoy seek to enter into an Intergovernmental Agreement, as allowed by Section 10 of Article VII of the 1970 Illinois Constitution and "The Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.);

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS THAT:

The City of Urbana City Council hereby authorizes the Mayor to sign, execute, and deliver the Intergovernmental Agreement for Certain Activities Relative to Water Service in the Community, as negotiated by the City of Champaign, City of Urbana, and Village of Savoy, which is attached hereto, after

review by the Legal Division. Upon acceptance, execution, and delivery, by all necessary parties, of the agreement, its terms shall become operative.

PASSED by the City Council on this _____ day of _____, 2008.

AYES:

NAYS:

ABSTENTIONS:

Phyllis Clark
CITY CLERK

APPROVED by the Mayor on this _____ day of _____, 2008.

Laurel Lunt Prussing
MAYOR

**AN INTERGOVERNMENTAL AGREEMENT FOR
CERTAIN ACTIVITIES RELATIVE TO WATER SERVICE
IN THE COMMUNITY**

THIS AGREEMENT entered into this ___ day of _____, 2009, by and between the CITY OF CHAMPAIGN, ILLINOIS ("Champaign"), the CITY OF URBANA, ILLINOIS ("Urbana") and the VILLAGE OF SAVOY, ILLINOIS ("Savoy").

WHEREAS, reliable and low cost water service is essential for the economic health of the community; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and "The Intergovernmental Cooperation Act" (5 ILCS 220/, et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, Champaign, Urbana and Savoy agree as follows:

Section 1. Selection of Consultants. Champaign shall be the Lead Agency on behalf of the parties and shall contract for the services described in Exhibit A.

Section 2. Cost Sharing. Champaign, Urbana and Savoy agree to share all costs of consultant services selected pursuant to Section 1 at a per capita population basis. The total cost of the work hereunder shall not exceed Seventeen Thousand One Hundred Twenty Dollars (\$17,120), unless the parties agree otherwise.

If additional funds are required, each party will be contacted by Champaign with a proposed amendment to this Agreement, stating the required additional funds and each party will have an opportunity to continue with the project pursuant to the Agreement as amended. If a party chooses not to continue its participation due to the need for additional funds, such party may cease to participate by following the termination procedure in Section 6, but will be responsible for its proportionate share of costs to date. The remaining parties to the agreement may agree to continue on a contribution basis agreed to by the parties' representatives set forth in Section 1.

Section 3. Previous Intergovernmental Agreement. The intergovernmental agreement authorized in Council Bill No. 2006-40 is hereby concluded and is no longer in effect.

Section 4. Payment. Payment for consultant services rendered under this Agreement, shall be due to Champaign within thirty-five (35) days following receipt by each of the participants of an itemized statement of the services performed. Such statement shall describe the services rendered.

Section 5. Coordination of Work. Champaign shall provide to each party, copies of the consultant work product. If a party chooses to terminate their participation, such party will be entitled to a copy of the consultant's work product up to the effective date of that party's termination so long as that party has paid its share of the costs.

Section 6. Completion and Termination.

(a) This Agreement will continue in full force and effect until completion of the work unless it is terminated at an earlier date by any party as outlined below;

(b) Any signatory to this Agreement may terminate this Agreement by giving no less than fourteen (14) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States mail, postage prepaid, and addressed as provided in Section 8 below;

(c) In the event of termination of this Agreement by any participant prior to completion and final payment by that participant, the participant will pay Champaign its share of the costs for all services performed up to that party's total proportionate share of the project costs which were actually and satisfactorily rendered up to date of termination.

Section 8. Notice. Notice given hereunder shall be given to:

Champaign at:

City Manager
City of Champaign
102 North Neil Street
Champaign, IL 61820

City Attorney
City of Champaign
102 North Neil Street
Champaign, IL 61820

Urbana at:

Mayor
City of Urbana
400 South Vine Street
Urbana, IL 61801

City Attorney
City of Urbana
400 South Vine Street
Urbana, IL 61801

Savoy at:

Village Manager
Village of Savoy
611 North Dunlap Avenue
Savoy, IL 61874

Village Attorney
Village of Savoy
611 N. Dunlap Avenue
Savoy, IL 61874

IN WITNESS WHEREOF, Champaign, Urbana and Savoy have executed this Agreement.

CITY OF CHAMPAIGN, ILLINOIS

CITY OF URBANA, ILLINOIS

By _____
City Manager

By _____
Mayor

DATE _____

DATE _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

VILLAGE OF SAVOY, ILLINOIS

By _____
Village Manager

DATE _____

APPROVED AS TO FORM:

Village Attorney