

Passed: May 7, 2012
Signed: May 8, 2012

RESOLUTION NO. 2012-04-022R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
URBANA & CHAMPAIGN SANITARY DISTRICT FOR BILLING SERVICES
(Sewer use and stormwater fees)**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

An Intergovernmental Agreement for Billing Services between the City of Urbana, Illinois, and the Urbana & Champaign Sanitary District, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.


Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 7th day of May, 2012 .


Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 8th day of May, 2012 .


Laurel Hunt Prüssing, Mayor

**INTERGOVERNMENTAL AGREEMENT
FOR BILLING SERVICES**

URBANA & CHAMPAIGN SANITARY DISTRICT/CITY OF URBANA

THIS AGREEMENT is made this 7th day of June 2012, by and between the **URBANA & CHAMPAIGN SANITARY DISTRICT**, a municipal corporation (hereinafter referred to as "**District**") and the **CITY OF URBANA**, a municipal corporation (hereinafter referred to as "**City**").

WHEREAS, the City has established a sanitary sewer fee for use of the City's sanitary sewer system in accordance with Urbana City Code Sections 24-16 and 24-17, attached hereto as Exhibit A (hereinafter "Sanitary Sewer Fee Ordinance").

WHEREAS, the City and the District did on the 5th of January 2006, pursuant to City of Urbana Ordinance No. 2005-11-168, enter into an intergovernmental agreement to allow the District to provide billing services to the City for its Sanitary Sewer Fee.

WHEREAS, the City and the District hereby agree to enter into a new intergovernmental agreement to authorize the District to provide Sanitary Sewer Fee billing services as provided herein.

WHEREAS, the City has established a stormwater utility fee for the use of the City's stormwater sewer system in accordance with Urbana City Code Chapter 24, Article VIII, attached hereto as Exhibit B (hereinafter "Stormwater Utility Fee Ordinance.")

WHEREAS, the City and District agree that provision of billing services by the District to the City is in the best interests of the parties and the parties' customers.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES as follows:

I. Billing Services, Billing Rate, and Calculation of Charges

A. Charges for services provided beginning July 1, 2013 and thereafter.

1. The District shall include charges for the City's Sanitary Sewer Fee and Stormwater Utility Fee on bills for the District's services. Each City fee will be listed as a separate line item on the District's sewer bill. The fees will be identified on the bill as the "sewer use fee" and "stormwater fee".
2. The City shall establish billing formulas for each service for each entire calendar year. The District shall calculate bills using the formulas established by the City. The City will notify the District of any change to the City's billing formulas not later than December 15 of the year before the effective date. The District will implement any

change in the City's formulas with the first billing of the new calendar year. The new rate(s) shall apply to all bills generated on or after the effective date of the rate or rate change.

3. The District shall accurately calculate and use its best efforts to collect the City's fees. The District's calculation methods shall include the following:
 - a. The District will calculate the City's sewer use fee based upon the rate provided to the District by the City as applied to the billable flow for each parcel billed by the District.
 - b. The District will calculate the City's stormwater utility fee using the monthly rate, equivalent residential units (ERU), and credits applicable to each parcel as provided by the City.
 - c. The District will assess delinquency fees on unpaid balances thirty (30) days overdue in accordance with the District's standard procedures utilized for its own delinquent accounts.
 - d. City sewer use fees billed by the District that become delinquent will be collected in accordance with the District's standard procedures that it utilizes for collecting its own delinquent accounts. The District will communicate material changes to these procedures to the City prior to implementation.
 - e. City stormwater utility fees billed by the District that become delinquent will be collected in accordance with the District's standard procedures that it utilizes for collecting its own delinquent accounts up to the step of discontinuance of water service. At that point, the District will reverse all outstanding stormwater utility fees from the District's account, create a detail of the fees, and forward that information to the City. Collection efforts for stormwater utility fees reversed for non-payment will become the responsibility of the City.
 - f. The City may determine that adjustments are to be applied to stormwater utility fees in accordance with its ordinance or policy. Additions of or changes to existing criteria will be forwarded to the District no more frequently than once a week. Change information shall include the parcel number, property address, ERU, and /or credit percentage. Changes will be incorporated into the stormwater calculation for the specified parcel and will apply to the next regularly generated bill.
- B. Response to Customer Questions: The District will make good faith efforts to respond to questions from customers concerning the City's charges, including past-due amounts. The District will direct customers who request additional information to the City at a phone number provided to the District by the City.
- C. Processing Payments. The District will process all payments of the fees as it processes payments of District charges. Payments shall be applied to the oldest outstanding bill first in the following order: delinquency or collection fees, District charges, sewer use fee, and stormwater utility fee. The District will distribute all receipts actually collected to the City each month via wire transfer or ACH before the end of the fifth business day of the following month. The District shall not pay to the City interest earned on funds held on behalf of the City during the month in which it is collected.

II. Responsibilities of City Prior to Initiation of District Billing

- A. Prior to July 1, 2013, the City will notify all owners of property in the City that stormwater utility fees will be assessed to each parcel and will be included on the District's regular bill.

III. Fees for Services Provided by the District.

- A. Fees. The City shall pay to the District 3.0% of billed revenues for services rendered. Changes in fee structure for subsequent years shall be set by mutual written agreement between the Executive Director of the Urbana & Sanitary District and the Mayor of the City of Urbana.

IV. District Information Sharing Responsibilities.

- A. No later than the date specified in I.C., the District shall provide the following information to the City regarding billing information for the City's fees:
1. The amount billed, paid, outstanding, and the amount that the District deems uncollectible by reason of bankruptcy or similar reason. Those City fees that the District deems uncollectible shall receive no further attention by the District. The District will identify such accounts by address and Permanent Parcel Index Number.

V. Amendment and Termination.

- A. This Agreement may be amended by written agreement of both parties.
- B. This Agreement may be terminated by either party for any reason by notifying the other party in writing at least 90 days in advance. The Agreement shall terminate on the 31st day of December in the year of termination.
- C. In the event that this Agreement is terminated for any reason, within thirty (30) calendar days following the date of termination, the District shall provide to the City the following information for each property subject to the City's fees, in an industry-standard format using industry-standard electronic media:
1. Parcel tax identification number assigned by County
 2. Premise number assigned by IAWC
 3. Property address
 4. Billing address
 5. Property owner name
 6. Billing and payment history, including the following for each billing period:
 - a. Water reading
 - b. Billed sewer units (daily base or actual water use, as applicable)
 - c. Dollar amount billed for sewer use fee
 - d. Dollar amount billed for stormwater utility fee
 - e. Amount paid toward each fee type
 - f. Amount outstanding for each fee type

Within thirty (30) calendar days of termination, the District shall also provide to the City the following information for each property that is not subject to the City's sewer use fee and stormwater utility fee, in an industry-standard format using industry-standard electronic media:

1. Parcel tax identification number assigned by County
2. Premise number assigned by IAWC
3. Property address
4. Billing address
5. Property owner name

The District shall also provide the above data to the City upon the City's request prior to termination of this Agreement, and provide other information that the City might reasonably request, so that the City may test conversion of the data to the City's billing system.

VI. Notices

Any notices required or made pursuant to this Agreement shall be delivered personally or sent by first class mail as follows:

To the District

Executive Director
 Urbana & Champaign Sanitary District
 P. O. Box 669
 Urbana, IL 61803-0669

To the City

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

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

URBANA & CHAMPAIGN
 SANITARY DISTRICT

By: *Diana Lenik*
 Its President

ATTEST:

By: *Jennifer K. Putman*
 Its Clerk

SEAL:

CITY OF URBANA

By: *Ch. A. [Signature]*
 Mayor

By: *Phyllis J. Clark*
 City Clerk

SEAL:

APPROVED AS TO FORM:

Curt Pearson
 City Attorney