

ORDINANCE NO. 2017- 11

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF PECATONICA, ILLINOIS AND PECATONICA FIRE
PROTECTION DISTRICT.**

WHEREAS, the Village of Pecatonica, Illinois ("Village") and the Pecatonica Fire Protection District ("Fire District") have mutually exclusive interests and obligations in providing public services to residents of their respective jurisdictions; and

WHEREAS, the Village provides water and sewer services to the Fire District, part of which services are used by the Fire District to extinguish fires. The Fire District has determined it is in the best interests of their constituents to (1) negotiate a settlement of past due water and sewer use billing and (2) establish a rate structure whereby the Fire District pays its fair share of use for personal consumption but pays only a base rate for water for use of service in extinguishing fires and memorialize said understanding in the form of an intergovernmental agreement; and

WHEREAS, pursuant to Article 7, Section 10 of the Constitution of the State of Illinois, both parties are authorized to enter into intergovernmental agreements.

BE IT ORDAINED by the President and the Board of Trustees of the Village of Pecatonica, Illinois.

Section 1. The corporate authorities of the Village of Pecatonica hereby approve the Intergovernmental Agreement ("Agreement") between the Village and the Pecatonica Fire Protection District, a true and accurate copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 2. The Village President is hereby instructed and authorized to sign the Agreement without further action by the Board of Trustees.

Section 3. This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PASSED by the President and Board of Trustees of the Village of Pecatonica, Illinois this ____ day of _____, 2017.

APPROVED by the President of the Village of Pecatonica, Illinois this ____ day of _____, 2017.

BY: _____
WILLIAM SMULL, Village President
Village of Pecatonica, Illinois

ATTEST:

GWENN SHIRLEY, Village Clerk
Village of Pecatonica, Illinois

ORDINANCE NO. 2017-____

AYES: _____

NAYS: _____

ABSENT/
ABSTAIN: _____

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (Agreement) is made by and between the Village of Pecatonica, 405 Main Street, Pecatonica, IL, 61063 (Village) and the Pecatonica Fire Protection District (Fire District), 1221 Main Street, Pecatonica, IL, 61063.

WHEREAS, the Village and Fire District have mutually exclusive responsibilities to shared residents of their respective jurisdictions; and

WHEREAS, the parties share a substantially mutual tax base; and

WHEREAS, pursuant to 5 ILCS 220/1 et seq., and applicable provisions of the Illinois State Constitution, both parties are units of local government and have the authority to contract with each other; and

WHEREAS, both parties have determined it is in the best interests and the interests of the electors they serve to enter into this Agreement subject to the terms herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Term. The term of this Agreement is four (4) years commencing on the last date signed by the parties herein. Thereafter, the Agreement shall automatically renew for terms of one (1) year, not to exceed four (4) renewal terms, unless either party sends written notice of non-renewal to the other party within sixty (60) days of the end of a term.

2. Option to Terminate. Either party shall have the right to terminate this Agreement at any time with cause as stated herein by giving the other party thirty (30) days written notice of such termination, in which event this Agreement shall be null and void on said date of termination.

3. Scope. The parties acknowledge that the Village owns a combined water/sewer system ("System") that provides water and sewer service to the Fire District. The Village shall be responsible for maintaining said System.

4. Rates. The Fire District shall pay the following rates for the following meter and their replacement meters:

(i) Meter #71789973 shall pay the current residential base and usage rates for WATER of \$5.09 base rate per month and \$0.54 per 100 gallons usage per month, as adjusted by ordinance from time to time; and pay the current residential and usage rates for SEWER of \$16.08 base rate per month and \$0.86 per 100 gallons usage per month, as adjusted by ordinance from time to time; and

(ii) Meter #72437249 shall pay the residential base rate of \$5.09 only for WATER per month.

The rates as stated herein are contingent on the Fire District not using Meter #71789973 for washing personal vehicles. A breach of this prohibition is material and shall constitute cause for immediate termination of this Agreement.

5. Amounts Past Due. The Fire District shall pay the Village the sum of One Thousand Ten and 24/100 Dollars (\$1,010.24) as and for past due water and sewer services on Meter #71789973 and or Meter #7243724 ("Meter"). In return for said payment, the Village shall (i) forgive any and all late fees as to any past due amounts for water and sewer services on the Meters, (ii) forgive any and all past due amounts for water and sewer services on the Meters. In so doing, the Village hereby waives all right to claim said late fees on past due amounts on Meter #71789973 and all amounts due and associated late fees on Meter #72437249 incurred prior to February 1, 2017. Failure to pay the past due amount of \$1,010.24 within 30 days of execution of this Agreement shall constitute cause for termination of this Agreement.

6. Fire District as a User. In all other respects the Fire District is a user and owner of the water and sewer system as defined under the Village Code and is subject to all other prohibitions and rights of the Village, including the right to terminate a service subject to rights of notice and hearing before the Board of Trustees. Failure to pay billed amounts as provided by this Agreement shall constitute cause for termination of this Agreement.

7. Assignment. This Agreement may not be assigned by either party without the other party's prior written consent, which shall not be withheld unreasonably.

8. Notices. Any notice to be given in writing under this Agreement shall be sent or delivered to the party intended to be given such notice at its address as set forth below in this paragraph or to such other address as such party may theretofore have designated by notice similarly given, by personal delivery, which includes, but is not limited to, delivery by registered or certified mail, postage prepaid, which shall be deemed effective three (3) days after deposit into the United States mail. A notice sent via facsimile shall be recognized as immediate and good notice.

Village:

Village of Pecatonica
Attn: Village President
405 Main Street
Pecatonica, IL 61063

Fire District:

Pecatonica Fire Protection District
1221 Main Street
Pecatonica, IL 61063

8. Binding Effect. All of the covenants, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. Invalidity of a Particular Provision. If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

10. Governing Law. This Agreement will be governed by the laws of the State of Illinois.

11. Heading. The recitals herein and the section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

12. Entire Agreement; Waiver. This Agreement constitutes the entire agreement of the parties, and may not be modified except in writing signed by both parties. No waiver at any time of any of the provisions of this Agreement will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any other subsequent time.

13. Non-binding until Full Execution. The parties agree that this Agreement is not binding until both parties execute same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written having warranted to each other that they have been duly authorized to sign same as required by law.

VILLAGE OF PECATONICA

BY: _____
WILLIAM SMULL, Village President

DATE: _____

ATTEST:

BY: _____
Village Clerk

PECATONICA FIRE PROTECTION DISTRICT

BY: Mark Nighorn _____
Board of Trustees, President

DATE: 2/7/17

ATTEST:

BY: _____, Secretary

Board of Trustees
Pecatonica Fire Protection District