

VILLAGE OF DUPO, ILLINOIS

ORDINANCE NO. 20-25

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DUPO,
ILLINOIS AND PRAIRIE DUPONT PUBLIC WATER DISTRICT**

ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF DUPO, ILLINOIS
THIS 16th DAY OF NOVEMBER, 2020

Published in pamphlet form by
authority of the Village Board
of Trustees of the Village of
Dupo, St. Clair County, Illinois,
this 16th day of November, 2020.

ORDINANCE NO. 20-25

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DUPO, ILLINOIS AND PRAIRIE DUPONT PUBLIC WATER DISTRICT

WHEREAS, the Village of Dupo, St. Clair County, Illinois is a duly created, organized and validly existing municipality of the State of Illinois under the 11670 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on November 16, 2020 at 7:00 p.m., before the Village Board of Dupo, and such meeting was held remotely due to the Governor's Executive Orders pertaining to the COVID-19 pandemic and pursuant to 5 ILCS 120/7(e)(4), and such allowed for remote attendance by the public and the Village Board; and; and

WHEREAS, both the Village of Dupo, Illinois ("Village") and Prairie DuPont Public Water District ("District") are authorized to enter into intergovernmental agreements pursuant to Article VII, § 10 of the Constitution of the State of Illinois and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the Village of Dupo and the District have two interconnect points between both water systems that allow water to be transferred between both systems; and

WHEREAS, the Village and the District have the means to provide mutual assistance to each other by utilizing these emergency interconnects for the purposes of providing supplemental potable water to each other on an emergency basis; and

WHEREAS, the Village has determined that it would be in the best interest of the welfare of the citizens and economic development of the Village to engage in an intergovernmental agreement in which the Village and the District agree to provide potable water to each other in the instance of an emergency, and such water production shall be calculated and billed at a rate specified by the "Emergency Water System Interconnection Agreement Between the Prairie DuPont Public Water District, St. Clair County, IL & the Village of Dupo, Illinois." Said agreement is attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ILLINOIS:

Section 1: Recitals. The aforementioned recitals are hereby adopted as findings by the Village Board and incorporated herein.

Section 2: Authorization. The "Emergency Water System Interconnection Agreement Between the Prairie DuPont Public Water District, St. Clair County, IL & the Village

of Dupo, Illinois," attached hereto as **Exhibit A**, shall be and is hereby approved by the corporate authorities, and the Mayor is hereby authorized and directed to execute, and the Village Clerk is hereby authorized to attest the signature on said agreement.

Section 3: Severability of Provisions. Each section, paragraph, sentence, clause and provision of this Resolution is severable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Resolution, nor any part thereof, other than that part affected by such decision.

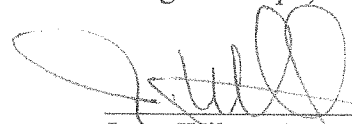
Section 4: Conflict. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5: Effective. This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 16th day of November, 2020 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Chris Ragsdale	X	---	---	---
Dawn Keys	X	---	---	---
James Smith	X	---	---	---
Joe Basinski	X	---	---	---
Ken Phillips	X	---	---	---
Kerry Foster	X	---	---	---

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 16th day of November, 2020.



 Jerry Wilson, Mayor
 Village of Dupo, Illinois

ATTEST: 

 MARK NADLER, VILLAGE CLERK

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

CERTIFICATE OF PUBLICATION

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupo, Illinois.

I further certify that on the 16th day of November, 2020, the Corporate Authorities of the Village of Dupo, Illinois, passed and approved Ordinance No. 20-25, entitled:

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DUPO, ILLINOIS AND PRAIRIE DUPONT PUBLIC WATER DISTRICT

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 20-25, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Dupo Village Hall, commencing on November 16, 2020 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the Village Clerk.

DATED at Dupo, Illinois this 16th day of November, 2020.


MARK NADLER, Village Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

CERTIFICATE OF TRUE COPY

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupo, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said Village.

I do further certify that Ordinance No. 20-25, entitled:

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DUPO, ILLINOIS AND PRAIRIE DUPONT PUBLIC WATER DISTRICT

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Dupo, Illinois Village Council held on the 16th day of November, 2020.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 16th day of November, 2020.



MARK NADLER, Village Clerk

(SEAL)

**EMERGENCY WATER SYSTEM INTERCONNECTION AGREEMENT
BETWEEN THE PRAIRIE DUPONT PUBLIC WATER DISTRICT, ST.
CLAIR COUNTY, IL & THE VILLAGE OF DUPO, ILLINOIS**

This Agreement made this 16th day of November, 2020, by and between the Prairie DuPont Levee Public Water District, ("District") and the Village of Dupo, St. Clair County, Illinois, ("Village") is for the purpose of providing mutual assistance to either entity in the event of a potable water shortage by allowing one of two existing water system interconnects to be opened, thus allowing either system to convey potable water to the other entity.

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate amount themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1, *et seq.*, entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges, or authority exercised or that may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/5 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking that nay of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Village and the District have two interconnect points between the two systems, which are described as follows:

Connection 1 – Adjacent to 2128 Jesse Street, East Carondelet, IL

Connection 2 – Adjacent to the intersection of Coulter Rd. and State St. in East Carondelet, IL;
and

WHEREAS, both entities have the means to provide mutual assistance to each other by utilizing these emergency interconnects for the purposes of providing supplemental potable water to each other on an emergency basis; and

WHEREAS, the Parties hereto have determined that it is in their best interests to enter into this Agreement to secure the access to supplemental potable water in the event of a shortage by either entity; and

NOW, THEREFORE, in consideration of the forgoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto agree as follows:

Section 1. Billing. Both communities agree to estimate water usage based on the average water usage based on the daily average for the closest month where the interconnect was activated, if an existing permanent metered connection is not available. Furthermore, both parties agree to billing rates similar to the lowest bulk billing rate within the supplier's community corporate boundary, in accordance with that community's water use ordinance. Both communities agree to share water usage records for the period when the Interconnect was activated. At the discretion of the entity providing the emergency water, billing for short-term water usage can be waived.

Section 2. Notice. Where either entity has planned construction activities that will require an extended activation of any of the Emergency Interconnects, a minimum of (30) day notice shall be provided to allow each entity to plan for the increased water demand on its system. Additionally, maintain the historic lines of communication between the water departments of each entity. Each entity agrees to notify the respective water department contact in the event of an emergency requiring the activation of the interconnects.

Section 3. Payment. Both communities agree to issue an invoice to entity that receives such supplemental potable water within 30 days after the supplemental potable water is supplied. The entity who receives such an invoice hereby agrees to pay the amount, as calculated pursuant to Section 1 of this agreement, within 30 days of receipt of such invoice.

Section 4. Water Quality & Monitoring. It is recognized by both entities that different forms of chlorine residuals may be present in each water source, along with other variable water quality parameters. It is the responsibility of the entity receiving water to properly notify its water customers of the possible variable water quality that could be experienced by switching water sources. Each entity is responsible for monitoring and maintaining chlorine residual within its system where the mixing of the two water systems may occur.

Section 5. Agreement Complete. This Agreement is intended to constitute a full and complete understanding between the parties with regard to the provision of supplemental potable water on an emergency basis.

6. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

[Signature Page to Follow]

Attest:

PRAIRIE DUPONT PUBLIC
WATER DISTRICT


By: _____
Clerk

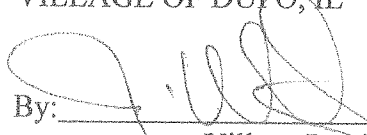
By: _____
Chairman

Date: _____

Attest:

VILLAGE OF DUPO, IL

By:  _____
Clerk

By:  _____
Village President

Date: 11/16/2020