

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/14/2017

SUBJECT:	SUBMITTED BY:
Intergovernmental Agreement with the Village of Westmont for Water Service on Roslyn Road	Nan Newlon, Director of Public Works

SYNOPSIS

A resolution has been prepared authorizing an Intergovernmental Agreement (IGA) between the Village of Downers Grove and the Village of Westmont for water main service on Roslyn Road.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Steward of Financial, Environmental and Neighborhood Sustainability and Exceptional Municipal Services*.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval on the March 14, 2017 consent agenda.

BACKGROUND

In 1991, the Village of Downers Grove and the Village of Westmont entered into an IGA regarding water main construction, connection, and service for the area along Roslyn Road between Burlington Avenue and Ogden Avenue. The water main was constructed in 1992 and portions of the water main are accessible to residents of both Downers Grove and Westmont. Downers Grove purchases water from Westmont and makes payments to Westmont on a bi-monthly basis. According to the 1991 agreement, Roslyn area residents are required to obtain permits and equipment from both Downers Grove and Westmont in order to connect to the water main. The 1991 agreement also contains a complex cost calculation and allocation between the villages for this water service. The proposed agreement simplifies this process.

The proposed replacement IGA includes the following key terms:

- The Roslyn area Downers Grove residents will only be required to obtain equipment and permits from Downers Grove in order to access and connect to the water main;
- For the Roslyn area Downers Grove residents not yet connected to the water main, Downers Grove will charge each resident a Downers Grove water connection fee in accordance with the then-prevailing water connection fees. Downers Grove will then remit payment to Westmont for each water connection in the amount of Westmont's water connection fees. In addition, Downers Grove will notify Westmont in writing any time that a Roslyn area Downers Grove resident newly connects to the water main.

- Westmont will continue to sell water service to Downers Grove and Downers Grove will continue to purchase water service from Westmont for the Roslyn area Downers Grove residents. Downers Grove shall pay Westmont on a bi-monthly basis an amount equal to ninety percent (90%) of the water rates and charges charged to Downers Grove residents within Village limits as set forth in the Downers Grove Municipal Code.
- Downers Grove shall be solely responsible for billing and collecting all water charges from the Roslyn area Downers Grove residents.
- Upon the written request of Westmont, but not more than once per calendar year, Downers Grove shall timely furnish to Westmont all applicable water billing, connection, and payment information in order to allow Westmont to periodically audit the information to ensure that proper payments are made under this agreement.
- Westmont shall retain ownership of the water main and shall continue to be responsible for maintenance, upkeep and repairs.

ATTACHMENTS

Resolution

Intergovernmental Agreement

**A RESOLUTION AUTHORIZING EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE
VILLAGE OF WESTMONT REGARDING WATER SERVICE**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise any power common to them; and

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

WHEREAS, the Village Council of the Village of Downers Grove has determined that it is in the best interest of the Village and its residents to establish a Joint Benefit Area for water service to Roselyn Area Residents; and

WHEREAS, in 1991, the Village of Downers Grove and the Village of Westmont (collectively, the "Parties") entered into an Intergovernmental Agreement (the "1991 Agreement") regarding watermain construction, connection and service for the area along Roslyn Road between Burlington Avenue and Ogden Avenue; and

WHEREAS, the Parties have determined that it is in the best interest of its residents to repeal and replace the 1991 Intergovernmental Agreement in its entirety and hereby adopt the amended Intergovernmental Agreement, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Downers Grove, Illinois:

SECTION 1. Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, as set forth in the form of the Agreement submitted to this meeting, together with such changes as the Manager shall deem necessary.

SECTION 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

SECTION 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest:

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
THE VILLAGE OF WESTMONT REGARDING WATER SERVICE**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2017, by and between the Village of Downers Grove, an Illinois Municipal Corporation (hereinafter referred to as “Downers Grove”) and the Village of Westmont, an Illinois Municipal Corporation, (hereinafter referred to as “Westmont”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, Downers Grove and Westmont are “units of local government” as defined by Article VII, Section 1, of the Constitution of the State of Illinois and are authorized to contract and agree with one another on matters of mutual concern; and

WHEREAS, in 1991, Downers Grove and Westmont entered into an Intergovernmental Agreement (“1991 Agreement”) regarding water main construction, connection and service for the area along Roslyn Road between Burlington Avenue and Ogden Avenue (“Project”); and

WHEREAS, in or about 1992, Westmont constructed said water main; and

WHEREAS, a portion of the Project, specifically between Ogden Avenue and Naperville Road, is accessible to residents of both Downers Grove and Westmont (“Joint Benefit Area”); and

WHEREAS, residents of Downers Grove are, and may be, connected to the

Project water main in the Joint Benefit Area and receive water supplied through Westmont ("Roslyn Area Residents"); and

WHEREAS, pursuant to the 1991 Agreement the Roslyn Area Residents are required to obtain permits and equipment from both Downers Grove and Westmont in order to connect to the water main; and

WHEREAS, Downers Grove purchases water from Westmont to service the Roslyn Area Residents and makes payment to Westmont on a bi-monthly basis; and

WHEREAS, Downers Grove and Westmont mutually desire to terminate the 1991 Agreement and replace it with this Agreement, finding that this Agreement will simplify procedures for both parties and for the Roslyn Area Residents, and will benefit and promote the public health, safety and welfare.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth, the parties hereto agree as follows:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph 1.
2. The Roslyn Area Residents shall only be required to obtain equipment and permits from Downers Grove in order to access and connect to the Project water main.
3. For Roslyn Area Residents who are not yet connected to the Project water main but wish to do so, Downers Grove shall charge each such Roslyn Area Resident who wishes to connect a Downers Grove water connection fee in accordance with the then-prevailing water connection fees enacted by Downers Grove as may be amended from time to time. However, Downers Grove shall remit payment to Westmont for each such water connection the amount of the Westmont water connection fees, as may be amended

from time to time, and such payment shall be submitted with the next bi-monthly payment that is due to Westmont as set forth below. In addition, Downers Grove shall promptly notify Westmont in writing any time that a Roslyn Area Resident newly connects to the Project water main.

4. Westmont will continue to sell to Downers Grove and Downers Grove will continue to purchase from Westmont water to service the Roslyn Area Residents. Downers Grove shall pay to Westmont on a bi-monthly basis an amount equal to ninety percent (90%) of the water rates and charges charged to Downers Grove residents within Village limits as set forth in the Downers Grove Municipal Code, as may be amended from time to time.

5. Downers Grove shall be solely responsible for billing and collecting all water charges from the Roslyn Area Residents.

6. Upon the written request of Westmont, but not more than once per calendar year, Downers Grove shall timely furnish to Westmont all applicable water billing, connection, and payment information in order to allow Westmont to periodically audit the information to ensure that proper payments are made under this Agreement

7. Westmont shall retain ownership of the Project water main and shall continue to be responsible for maintenance, upkeep and repairs therefor, including that portion in the Joint Benefit Area.

8. This Agreement represents the entire agreement between the parties. This Agreement shall only be amended by a written instrument approved and signed by all parties hereto.

9. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes arising out of this Agreement shall be DuPage County, Illinois.

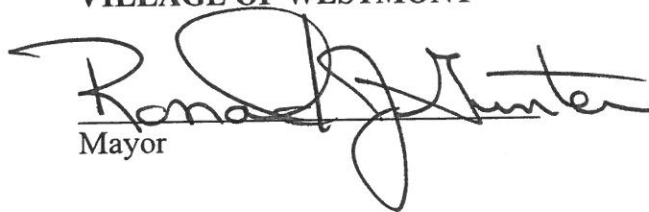
10. If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

11. Upon execution of this Agreement, the 1991 Agreement shall have no further force or effect and shall become null and void.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization have executed this Agreement on the date first written above.

VILLAGE OF WESTMONT

VILLAGE OF DOWNERS GROVE

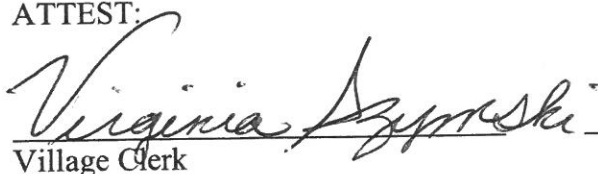


Mayor

Mayor

ATTEST:

ATTEST:



Village Clerk

Village Clerk