

RESOLUTION 2016-020

PASSED: MARCH 14, 2016

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE DEKALB SANITARY DISTRICT FOR THE ISSUANCE OF PERMITS, INSPECTIONS, BILLING AND COLLECTION OF MONIES.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the MAYOR of the City of DeKalb be authorized and directed to enter into an Agreement with DeKalb Sanitary District for the issuance of permits, inspections, billing and collection of monies.

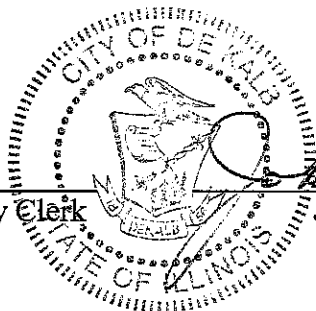
Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 14th day of March, 2016 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey.

ATTEST:


JENNIFER JEEP JOHNSON, City Clerk


JOHN A. REY, Mayor



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DEKALB
AND DEKALB SANITARY DISTRICT FOR THE ISSUANCE OF PERMITS,
INSPECTIONS, BILLING AND COLLECTION OF MONIES**

THIS AGREEMENT is effective as of the 1st day of April, 2016, by and between the City of DeKalb, an Illinois Home Rule Municipal Corporation, (hereinafter referred to as the “City”) and the DeKalb Sanitary District, an Illinois Municipal Corporation, (hereinafter referred to as the “District”).

WHEREAS, the City is a Home Rule Unit under the Illinois Constitution of 1970; and,

WHEREAS, the District is a Municipal Corporation of the State of Illinois as provided in the Sanitary District Act of 1917 (70 ILCS Sec. 2405/1, et seq.); and,

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS sec. 220/1 et seq.) provides for intergovernmental contracts and cooperation in providing services and for the protection of the citizens and general public between the City and the District; and,

WHEREAS, the City and the District desire to cooperate in billing and collection of monies; and,

WHEREAS, the parties agree that the agreements made herein are in the best interest of all of the users of both the District’s sanitary sewer facilities and the City’s water facilities.

NOW, THEREFORE, based upon the mutual promises and covenants set forth below, the City and the District hereby agree as follows:

1. **Incorporation of Recitals.** The above recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph 1.
2. **Term of Agreement.** The term of this Agreement shall commence on April 1, 2016, and continue indefinitely until terminated by the City or the District.
3. **City’s Obligations.** The City agrees to do the following:

(a) Bill all users of the District System within the City of DeKalb at usage rates as may be passed by the District from time to time. The District agrees to notify the City within ten (10) days of the passage of any Ordinance adjusting the rates. Upon receipt of such notice, the City shall update the charges imposed upon users in accordance with the revised usage rates as soon as reasonably practical, and shall impose charges consistent with such rates for the first full billing cycle to occur after the rate change has been updated;

(b) Collect all monies from the users of the District System within the City of DeKalb based upon the then-current usage rates in effect, calculated based upon the City's record of each users' use of potable water through the City's water meters;

(c) Issue a check or otherwise remit to the District all monies collected for sewer use with the District by the Friday preceding the third Wednesday of each month for the fees and other charges collected in the previous month;

(d) Provide to the District in electronic form data used by it in establishing the amount the District receives from each billing cycle. The City will provide said data in a form which is usable by the District in a format and with a frequency mutually acceptable to the Parties ; and

(e) Apply partial payments on a prorated basis to sewer and water after payment of the refuse fee.

4. **District's Obligations.** The parties agree and acknowledge that the City has provided the above services in the past, and the District has paid the City for these services such that on the effective date of this Agreement, the City will be fully paid by the District for all past services that it has provided. Going forward, in consideration of the above services to be

provided by the City, the District shall provide to the City's Finance Department copies of any Ordinance or other regulation which the District passes that relates to any of the provisions of this Agreement within ten (10) days of its passage.

5. **Compensation for Billing Services.** The District shall pay to the City the sum described in the subsections of this Section 5 below, which shall be paid by the District in monthly increments, within fifteen (15) days of the District being invoiced by the City or within two (2) days after a monthly Board meeting where the City's invoice is approved for payment – whichever date is later. The District shall not unreasonably delay or condition its approval of payments required hereunder.

(a) The District shall pay the City a base fee of One Hundred Thirty-Five Thousand and no/100 Dollars (\$135,000.00) per annum, payable as described above, subject to the adjustment contemplated in subsection 5(c) below.

(b) Payment for Monthly Billing: Should the City elect to utilize a monthly billing schedule, the District shall utilize the same billing schedule and shall pay the City a base fee of One Hundred Fifty-Five Thousand and no/100 Dollars (\$155,000.00) per annum, payable as described above, subject to the adjustment contemplated in subsection 5(c) below.

(c) Adjustment of Base Fee: The Base Fee contemplated in subsections 5(a) and 5(b) above shall be adjusted on an annual basis under the terms of this subsection 5(c). Effective as of January 1, 2017 (and each January 1 thereafter during the term of this Agreement), the Base Fee contemplated under subsection 5(a) and 5(b) shall be subject to a positive adjustment based upon the percentage increase (if any) in the most recent ascertainable annual Consumer Price Index for all urban consumers for all items, as established by the United States Department of Labor. Such annual, positive adjustment shall be cumulative in nature.

6. **Either Party May Terminate.** Notwithstanding anything in this Agreement to the contrary, the parties agree that at any time during the term of this Agreement (or any extensions of this Agreement) either party may, upon not less than Three Hundred Sixty-Five (365) days' notice to the other, terminate this Agreement.

7. **District's Indemnification.** The District agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all loss, costs, claims, or damages of any kind whatsoever, including attorneys' fees claimed by any third parties, arising out of or in any manner associated with the District's performance or lack of performance of this Agreement.

8. **City's Indemnification.** Except as provided above, the City agrees to indemnify and hold harmless the District, its officers, agents, and employees, from and against any and all loss, costs, claims, or damages of any kind whatsoever, including attorneys' fees claimed by any third parties, arising out of or in any manner associated with the City's performance or lack of performance of this Agreement.

9. **Future Press Releases.** The parties understand and agree that, from time to time, it may be necessary to release information about this Agreement to the press and in doing so, the parties agree they will notify each other and consult with each other to make sure that there are no misunderstandings created by either party and that the public is fully informed of the ultimate impact of this Agreement. Consistent with the above, the parties agree that in the event either is desirous of publishing a press release, the parties will work together to issue a joint statement whenever possible.

10. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes all prior agreements.


11. **Adjustment of Rates.** The City and District agree and acknowledge that each party shall be free to establish its own user rates in accordance with applicable law, and that no portion of the City's rate shall be payable to the District, nor shall any portion of the District's rate be payable to the City, except as a component of the District's payment of the fees contemplated in Section 5 above. Any previous agreements between the City and District as to the allocation of rates or adjustment of rates based upon the provision of services contemplated herein shall terminate as of the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their duly authorized officers as of the day first set forth above.

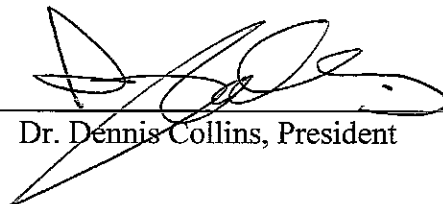
CITY OF DEKALB

BY:  _____
John Key, Mayor

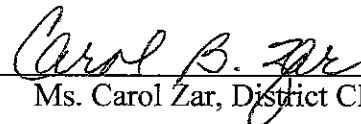
ATTEST:

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Jennifer Jeep Johnson, City Clerk

DEKALB SANITARY DISTRICT

BY:  _____
Dr. Dennis Collins, President

ATTEST:

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Ms. Carol Zar, District Clerk