

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF CHATHAM, ILLINOIS**

*BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS FOLLOWS:*

**SECTION 1:** That Intergovernmental Agreement between the Village of Chatham, Illinois and the South Sangamon Water Commission, a copy of which is attached hereto, is hereby approved.

**SECTION 2:** The Chairman of the Commission is authorized and directed to approve said agreement on behalf of the Commission, and the proper officers of the Commission are authorized and directed to carry out the agreement by its terms.

**SECTION 3:** This Ordinance is effective immediately.

PASSED this 24 day of March, 2010.

  
CHAIRMAN

ATTEST:

  
Village Clerk

AYES: Peffer, McCord, Hall  
NAYS: \_\_\_\_\_  
PASSED: 3/24/2010  
APPROVED: 3/24/2010  
ABSENT: —

## INTERGOVERNMENTAL AGREEMENT

This Agreement is between the South Sangamon Water Commission (“Commission”) and the Village of Chatham, Illinois (“Village”) and is dated this 23<sup>rd</sup> day of March, 2010.

WHEREAS, the Commission is in the process of designing and constructing a system of wells, treatment plant and water transmission lines to provide wholesale water to the Village, the Village of New Berlin, and retail water to customers in unincorporated Sangamon County (the “Project”);

WHEREAS, , pursuant to Section 5 of Division 135 of the Municipal Code, 65 ILCS 5/11-135-5, contracts entered into by water commissions for construction of waterworks shall be “after advertising for bid;”

WHEREAS, although the Commission has obtained favorable bids for the construction of the water plant and for materials for its water transmission lines, its bids for labor for construction of water transmission lines have been unsatisfactory, and it is clear that better prices can be obtained through a negotiated process;

WHEREAS, Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/3 allows for powers to be “exercised, combined, transferred and enjoyed jointly” between two public agencies;

WHEREAS, pursuant to Section 3.5 of Division 135 of the Municipal Code, 65 ILCS 5/11-135-3.5, a water commission has the express power “to enter into

intergovernmental agreements with any unit of local government in order to carry out the purposes for which the commission was formed.”

WHEREAS, pursuant to Section 8-2-9 of the Municipal Code, 65 ILCS 5/8-2-9, a municipality has the power to waive bids with a 2/3 vote of trustees;

*NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:*

1. The Village agrees to be the lead agency for construction of the water transmission lines and raw water mains portion of the Project.
2. As lead agency, the Village may negotiate contracts for labor and equipment for construction of the water mains and raw water transmission mains, or it may hire workers, subject to the limitation that all workers shall be hired from a union hall and all contracts for labor will be with union shops in view of the Commission’s responsible bidding ordinance.
3. All costs incurred by the Village in connection with its fulfillment of obligations pursuant to this contract shall be paid by the Commission from the bond proceeds of the anticipated revenue or alternate revenue bond issue with respect to the Project.
4. The term of this Agreement shall be from its date of execution until final acceptance of the water transmission mains by the Commission, unless this Agreement is earlier terminated by Agreement of the parties.
5. This is the entire Agreement between the parties with respect to its subject matter. All oral representations regarding this Agreement prior to the date hereof are expressly disclaimed. This Agreement is effective upon approval by ordinance of the

Village and the Commission and its execution by the Village President and the Chairman of the Commission. All modifications to this Agreement shall be in writing and shall be effective only when approved by ordinance of the Village and Commission and execution by the Village President and Chairman of the Commission. This Agreement shall be governed in accordance with Illinois law. In the event any portion of this Agreement is unenforceable, such shall not affect the enforceability of the remainder of the Agreement.

VILLAGE OF CHATHAM, ILLINOIS,  
Approved pursuant to Ordinance No. 10-14  
dated March 23, 2010

By: \_\_\_\_\_  
Its President

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its Clerk

SOUTH SANGAMON WATER COMMISSION,

By: \_\_\_\_\_  
Its Chairman

Dated: March 24, 2010

Attest: \_\_\_\_\_  
Its Clerk

**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF SANGAMON        )

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 10- 5, adopted by the Commission on the 24 day of March, 2010, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE VILLAGE OF CHATHAM, ILLINOIS**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 24 day of March, 2010.

  
Clerk