

Ordinance No. 2024-09

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VIRDEN SANITARY DISTRICT**

*NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VIRDEN, ILLINOIS, AS FOLLOWS:*

**SECTION 1:** That certain Intergovernmental Agreement between the Virden Sanitary District and the City of Virden, which is attached hereto, is hereby approved.

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

**SECTION 3:** This Ordinance is effective immediately, subject to approval by the Board of the Virden Sanitary District by Monday, July 29, 2024.

PASSED this 22 day of July, 2024.

  
MAYOR

ATTEST:

  
Clerk

AYES: Callaway, Mottershaw, Bertolino, Weighbos, Boster, Schmetzler, Donley, Mitchell  
NAYS: None  
PASSED: Yes  
APPROVED: Yes  
ABSENT: None

**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF MACOUPIN            )

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the City of Virden, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 2024-09 adopted by the City Council of said City on the 22 day of July, 2024, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VIRDEN SANITARY DISTRICT**

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 City, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 22 day of July, 2024.

Karen Burgess  
Clerk



## INTERGOVERNMENTAL AGREEMENT

This Agreement is between the Virden Sanitary District, an Illinois sanitary district organized pursuant to the Sanitary District Act of 1917 ("District") and the City of Virden, Illinois, an Illinois municipal corporation ("City"), and is entered into pursuant to Section 10 of Article 7 of the 1970 Constitution of the State of Illinois and Section 3 of the Intergovernmental Cooperation Act.

### THE PARTIES AGREE AS FOLLOWS:

1. As used herein, the term "District Customer" refers to a retail water customer of City, and who or which is also a customer of District.
2. During the term of this Agreement, the City shall:
  - A. Provide the District, on a monthly basis, effective immediately, the gallon readings it receives from the BEACON and LOCIS software for all District Customers. The procedure for transmitting and communicating the readings will be determined by the City and the District in consultation with the software vendors. Should either party decide to use a different software or vendor to collect, transmit or convert meter data, they shall provide sixty (60) days' notice to the other party to allow sufficient time to modify the collection and communication process;
  - B. Provide the District, on a monthly basis, the "direct meter readings" in gallons for all District customers where the BEACON software fails to communicate the gallon readings remotely to the City, sometime after the City determines the remote BEACON readings were not received by the City, but no later than the third week in the calendar month.
  - C. Provide to District a report in July 2024, in a modifiable Excel spread sheet, showing the following data from the last billing cycle from the Parties' previous Intergovernmental Agreement for each District Customer: (i) the amount of metered water provided; (ii) the amount

and date billed last for sewer services; (iii) the amount, to date, received by the City for sewer services, if any; and (iv) the amount, to date, received by the City in payment for delinquent charges due to District for sewer services, if any. This is a one-time aggregate report to facilitate the transition of billing services for sewer services from the City to the District, and the Parties agree to work harmoniously to ensure, to the best of their abilities, that consumers' bills from the last billing cycle are reconciled on an ongoing basis.

3. In return for the City's duties imposed under Paragraph 2, the District shall:

A. Not bill the City for any of its sewer usage on existing City locations' accounts using sewer services; and

B. File the attached Motion to Dismiss with Prejudice in Case No. 2024-MR-15 in the Circuit Court of the Seventh Judicial Circuit, Macoupin County, Illinois.

4. As of the Effective Date of this Agreement, each party shall have full responsibility for processing of all of its respective customer applications, deposits, connections and disconnections, complaints, and service calls related to either the City's water system or the District's sewer system. Neither party shall have any obligation to collect or assist in collecting delinquent accounts for the other party, or any other obligation not expressly detailed in this Agreement.

5. The initial term and Effective Date of this Agreement shall be from August 1, 2024, through and including July 31, ~~2029~~ <sup>GM 2026 KB</sup>. Thereafter, this Agreement shall automatically renew for successive periods of one calendar year each unless at least one calendar year prior to the expiration date of the original term or any renewal term, unless either party gives written notice of nonrenewal to the other.

6. This is the entire agreement between the parties with respect to its subject matter, and all prior representations and agreements with respect to its subject matter are disclaimed. This

Agreement shall be effective when approved by ordinances of the parties and executed by the Mayor of the City and the President of the District. It may only be modified in a writing approved by ordinances of the parties and executed by the Mayor of the City and the President of the District. This Agreement may be executed in counterparts, which, when assembled, shall constitute the agreement of the parties.

This Agreement has been executed by the parties pursuant to Ordinances adopted on the dates set forth below:

CITY OF VIRDEN, ILLINOIS

(Approved pursuant to Ordinance No. 2024-09, dated July 22, 2024.)

By: [Signature]  
Mayor

ATTEST:

[Signature]  
Clerk

VIRDEN SANITARY DISTRICT

(Approved pursuant to Ordinance No. 2024-3, dated 7-16-2024.)

By: [Signature]  
Its President

ATTEST:

[Signature]  
Its Clerk