

**CITY OF LeROY
COUNTY OF McLEAN
STATE OF ILLINOIS**

ORDINANCE NO. 469

**ORDINANCE APPROVING ACCEPTANCE OF CONTRACT FOR
COUNTY WATER STUDY**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LeROY THIS 2nd DAY OF November,
1992.

PRESENTED: November 2, 1992

PASSED: November 2, 1992

APPROVED: November 2, 1992

RECORDED: November 2, 1992

PUBLISHED: November 2, 1992

In Pamphlet Form

Voting "Aye" 6

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

Juanita Bagley
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: November 2, 1992.

ORDINANCE NO. 469

**ORDINANCE APPROVING ACCEPTANCE OF CONTRACT FOR
COUNTY WATER STUDY**

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find it is in the best interests of the City and its residents that the City join in the membership of a steering committee and study group to study and evaluate the water needs of McLean County and the various municipalities and rural areas in the county regarding a long-range water study program, and

WHEREAS, the City of Bloomington, Town of Normal, and County of McLean have already agreed to bear the expenses for said study, and permit other municipalities and interested parties to be represented on the steering committee which assists in the evaluation and study program,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, McLean County, Illinois, in lawful meeting assembled, as follows:

SECTION 1. The contract set forth in Exhibit "A," attached hereto and incorporated herein by reference, is hereby accepted and approved.

SECTION 2. The Mayor and City Clerk of the City of LeRoy are hereby directed to execute the aforesaid contract, attached hereto as Exhibit "A," in the original and as many copies as may reasonably be required, retaining a signed copy of the contract for the City, after it has been executed by all parties, or to otherwise indicate in writing the acceptance and approval of said contract by the City of LeRoy and the interest of said city to participate in the steering committee established in accordance with terms of the aforesaid contract.

SECTION 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by
David Spratt, seconded by Robert D. Johnson by roll call
vote on the 2nd day of November, **1992**, as follows:

Aldermen elected 6 Aldermen present 6

VOTING AYE:

Gary Builta, William Swindle, Randy Zimmerman, Robert D. Johnson
(names) David Spratt, Jerry Davis

VOTING NAY:

None

(names)

ABSENT, ABSTAIN, OTHER:

None

(names)

and deposited and filed in the office of the City Clerk in said municipality on the
2nd day of November, **1992**.

Juanita Dagley
Juanita Dagley, City Clerk of the City of LeRoy,
LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 2nd day of
November, **1992**.

Jerry Davis
Jerry Davis, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

Juanita Dagley
Juanita Dagley, City Clerk, City of LeRoy,
LeRoy, McLean County, Illinois

INTERGOVERNMENTAL AGREEMENT
to Develop a Long Range Water Plan

WHEREAS, the Illinois Constitution, Article 7, Section 10, authorizes units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, units of local government may use their credit, revenues and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, officers and employees of units of local government may participate in intergovernmental activities authorized by their units of government without relinquishing their offices or positions; and

WHEREAS, the parties to this agreement find it in the best interests of the health, safety, and welfare of the citizens of their unit of local government to enter into this intergovernmental agreement; and

WHEREAS, all parties to this agreement are authorized by law to own, maintain and operate a water supply and/or distribution system; and

WHEREAS, the parties to this agreement recognize the efficiencies obtained by associating and cooperating in the planning for long range water supply thereby benefiting citizens of each unit of local government; and

WHEREAS, all parties to this agreement have common interests and concerns in the areas of water resource policy, planning, development and management; and

WHEREAS, the underlying concept of this agreement is that the parties which are the units of government closest to the people, should exercise the basic initiative and leadership in the area of water resource policy, planning, development and management and that the parties should have the primary responsibility for dealing with those water resource policies, plans and problems which require action on a regional or area wide basis; and

WHEREAS, the parties desire:

1. To provide a forum for discussion, analysis and input into the development of federal, state and regional water resource policies and planning which are of interest or concern to the parties;
2. To insure through communication, coordination, collaboration and cooperation among the parties, the development of effective regional water resource policies and planning; and
3. To assist the parties in attaining the highest degree of intergovernmental cooperation possible in order to plan and prepare for the rational and efficient development and use of water resources within the state in promoting the orderly growth and development of the parties;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The parties to this agreement contract and associate among themselves in order to develop a long range water plan for their respective jurisdictions. A long range water plan shall contain components relating to water supply, water treatment, and water distribution. The

GOVERNMENTAL AGREEMENT
Long Range Water Plan

plan shall be developed to meet the needs of the jurisdictions for the year 2050. The plan shall include cost estimates and construction phasing recommendations, but need not contain detailed engineering drawings and specifications. A general outline of the plan and estimated costs therefore are set forth in Exhibit A attached.

2. **STEERING COMMITTEE.** There is hereby established a long range water plan Steering Committee (hereafter Steering Committee) consisting of one (1) appointed representative from each governmental unit signing this agreement. The representatives shall select from their appointed membership a Chairperson, Vice-Chairperson, Secretary/Treasurer. The representatives shall serve at the pleasure of the appointing authorities.

3. **AUTHORITY.** The Steering Committee is empowered and authorized to do the following:

- a. Select qualified consultants to perform such studies and work as may be needed to develop the long range water plan identified herein.
- b. Solicit participation by other units of local government, the State of Illinois, the United States government, or other governmental units or agencies that desire to participate.
- c. Solicit cooperation and input by any private non-governmental persons, associations, corporations, or entities.
- d. Supervise and direct the work of any and all consultants engaged to assist the Steering Committee in developing the long range water plan.
- e. To make and execute all contracts and other instruments necessary or convenient to the exercise of its power, provided such contracts are first approved by the governing bodies of each participating governmental jurisdiction.
- f. To apply for and accept gifts, grants, or other aid, whether monetary or otherwise, from any source.
- g. To present status reports to participating members as requested by members and present the final long range plan to all members.
- h. To receive written and oral comments from members and the public regarding the final long range plan.
- i. To revise the final long range water plan.
- j. To appoint, retain, and engage officers, agents, and employees of participating units of local government as agreed by each jurisdiction employing such persons.
- k. To take any and all other action necessary and implied in order to fulfill the purpose for which the Steering Committee was created.

4. **COSTS.** Costs incurred by the Steering Committee shall be paid by the County, Normal, and Bloomington with each jurisdiction responsible for a one third (1/3) share of the total cost. The Steering Committee shall not expend money or incur costs unless approved by the County, Normal, and Bloomington. Approval may be granted through an annual budget process providing a listing of object classes of expenditures or otherwise.

INTERGOVERNMENTAL AGREEMENT
to Develop a Long Range Water Plan
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5. RESPONSIBILITIES OF THE STEERING COMMITTEE. In conducting its business, the Steering Committee shall:

- a. Maintain all records open for public inspection as required by the Illinois Freedom of Information Act.
- b. Conduct its business in public as required by the Illinois Open Meetings Act.
- c. Follow generally accepted accounting standards for Illinois governmental bodies.

6. WITHDRAWAL. Participating members may withdraw from participation in this agreement upon thirty (30) days notice to the Steering Committee. Notwithstanding withdrawal, ~~participating members except County, Normal, and Bloomington shall remain proportionately liable for all costs incurred by the Steering Committee until the effective date of withdrawal.~~ The County, Normal, and Bloomington shall remain liable for their respective share of total costs to a maximum total cost of one million three hundred thousand dollars (\$1,300,000.00).

7. TERMINATION OF AGREEMENT. This agreement shall terminate upon the earlier of:

- a. Consent of all parties.
- b. Acceptance of the final (or revised) long range water plan by a majority of the parties and payment in full of each parties' respective share of costs incurred by the Steering Committee.

8. NEW PARTIES. It is the intent and desire of the parties hereto to allow and encourage participation in this agreement by as many units of local government as desire to participate. New parties may be added at any time by majority vote of the Steering Committee and approval of this agreement by the governing body of the new party.

9. WAIVER OF CLAIMS. Each party waives any and all claims against each other party arising under activities undertaken pursuant to this agreement except to the extent of any party's liability for unpaid costs.

10. INDEMNIFICATION. Each party agrees to indemnify and hold the others harmless for any and all third party claims arising out of activities undertaken pursuant to this agreement. Such indemnification and obligation to hold harmless shall be proportioned on the same basis as each party's share of costs as provided in Paragraph 4 above.

11. BINDING EFFECT. This agreement is binding upon the parties, their successors, and assigns.

12. SAVINGS CLAUSE. If any section, sentence, clause, phrase, or portion of this intergovernmental agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not effect the validity of the remaining portion of this agreement. It is hereby declared the intent of the parties that this agreement shall remain valid and enforceable notwithstanding the invalidity of any part thereof.

13. AMENDMENT. This intergovernmental agreement may be amended from time to time by agreement of all the parties in writing.

INTERGOVERNMENTAL AGREEMENT
to Develop a Long Range Water Plan
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14. AGREEMENT. That only one (1) original copy of this intergovernmental agreement shall be signed and executed by all parties, and that any photocopies of the executed intergovernmental agreement shall be deemed to be duplicate originals.

TOWN OF NORMAL, A SPECIAL
CHARTER HOME RULE TOWN:

July 6, 1992
Date

BY: Paul Harmon
President of the Board of Trustees

ATTEST:

Marilyn Edwards
Town Clerk

CITY OF BLOOMINGTON, A MUNICIPAL
CORPORATION:

July 13, 1992
Date

BY: Jose R. Breaux
Mayor

ATTEST:

Fauna M. Nelson
City Clerk

COUNTY OF McLEAN, A BODY
CORPORATE AND POLITIC:

July 21, 1992
Date

BY: Nancy Truelock
Chairman, McLean County Board

ATTEST:

Jeanette Barrett
County Clerk

EXHIBIT "A"

McLean County, City of Bloomington, and the Town of Normal agree to jointly fund a Regional Water Supply Study based on the proposed time line and to the financial extent as follows:

- I. Community Water System Needs Analysis. Total Cost \$177,000 - \$59,000 each. To begin December 1, 1992 and be completed November 30, 1993.
- II. Ground Resource Evolution total \$750,000 - \$250,000 each. To begin April 1, 1993 and be completed March 31, 1996.
- III. Infrastructure Facilities Development Plan \$350,000 - \$116,666 each. To begin April 1, 1997 and be completed July 1, 1998.

Grand total \$1,277,000

Grand total each \$425,666 over 5 years or \$85,133 per year.

CERTIFICATE

I, **Juanita Dagley**, certify that I am the duly elected and acting municipal clerk of the **City of LeRoy**, of **McLean** County, Illinois.

I further certify that on November 2, **1992**, the Corporate Authorities of such municipality passed and approved Ordinance No. 469, entitled:

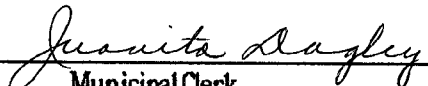
**ORDINANCE APPROVING ACCEPTANCE OF CONTRACT FOR
COUNTY WATER STUDY,**

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

The pamphlet form of Ordinance No. 469, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on November 2, **1992**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 12th day of November, **1992**.

(SEAL)



Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, **Juanita Dagley**, do hereby certify that I am the duly qualified and acting City Clerk of the **City of LeRoy, McLean** County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

**ORDINANCE APPROVING ACCEPTANCE OF CONTRACT FOR
COUNTY WATER STUDY.**

Said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 2nd day of November, **1992**, and a faithful record of said ordinance has been made in the record books.

Dated this 12th day of November, **1992**.



City Clerk

(SEAL)