

VILLAGE OF CHAPIN
ORDINANCE NO. 2025-2

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL COOPERATION
AGREEMENT WITH THE VILLAGE OF CONCORD

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS
THIS 12 DAY OF March, 2025.

Published in pamphlet form on March 13, 2025 by order of the President and Board of Trustees of the
Village of Chapin, Illinois.

ORDINANCE NO. 205-2

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE VILLAGE OF CONCORD

WHEREAS, the Village of Chapin, Illinois (hereinafter "Chapin") and the Village of Concord, Illinois (hereinafter "Concord") are both Illinois municipalities within the meaning of 65 ILCS 5/1-1-2(1)(2014) and are located in Morgan County;

WHEREAS, Chapin and Concord are located in close proximity to one another;

WHEREAS, Concord has requested that Chapin assume the monthly duties of reading Concord's water meters, billing Concord's water customers, and collecting water customers' payments for the water service, and Chapin is willing to do so;

WHEREAS, Concord has requested that Chapin assume the duties making routine repairs (e.g., replacing water meters, fixing minor leaks in a water main) to Concord's waterworks system, and Chapin is willing to do so;

WHEREAS, Chapin and Concord have the authority 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 ordinance pursuant to the *Constitution of the State of Illinois* (Article VII, Section 10);

WHEREAS, pursuant to Article VII, Section 10 of the *Constitution of the State of Illinois*, the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 et seq.), and the *Illinois Municipal Code* (65 ILCS 5/1-1-5 (2014)), the Corporate Authorities of Concord and Chapin have the authority to enter into an intergovernmental agreement; and

WHEREAS, the corporate authorities hereby determine that it is in the best interest of the Village of Chapin and its citizens to enter into an agreement in

substantially the same form as the agreement attached hereto as Appendix A, said agreement having been negotiated by the Chapin and Concord.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The corporate authorities of the Village of Chapin find that the recitals set forth above are true and correct and hereby incorporate them herein by this reference as if they had been restated verbatim.

SECTION 2: The Corporate Authorities of the Village of Chapin find and determine that it is in the best interest of the Village of Chapin to enter into an Intergovernmental Cooperation Agreement in substantially the same form as the agreement attached hereto as **Appendix A**.

SECTION 3: The Village President and Village Clerk of the Village of Chapin are directed to sign and enter into an Intergovernmental Cooperation Agreement with the Village of Concord, in substantially the same form as the agreement attached hereto as **Appendix A**, and to take all other necessary actions to effectuate the performance of the agreement.

SECTION 4: All ordinances or parts thereof in conflict with the terms of the ordinance are hereby superseded and amended to the extent of any such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form. The Village Clerk is directed to publish this ordinance in pamphlet form.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Chapin, Morgan County, Illinois, on the 12 day of March, 2025.

Rex Brockhouse
Rex Brockhouse, Village President

(SEAL)

ATTEST:
Bailey Walters
Bailey Walters, Village Clerk

AYES: 6
NAYES: 0
ABSENT: 0

STATE OF ILLINOIS)
) SS.
COUNTY OF MORGAN)

CERTIFICATION

I, Bailey Walters, the Clerk of the Village of Chapin, Morgan County, Illinois, do hereby certify that attached copy of Ordinance No. 2062 is a true and correct copy of an Ordinance passed by the President and Board of Trustees of the Village of Chapin, at a meeting of said Village Board held on the 12 day of March, 2025 all as the original of the same remains in the official records of my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village of Chapin, this 12 day of March, 2025.

Bailey Walters
Bailey Walters, Village Clerk

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF MORGAN)

PUBLICATION CERTIFICATE

I, Bailey Walters, certify that I am the Clerk of the Village of Chapin, Morgan County, Illinois.

I further certify that on the 12 day of March, 2025, the President and Board of Trustees of the Village of Chapin, Illinois, passed and approved Ordinance No. 2062 entitled:

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE VILLAGE OF CONCORD,

The pamphlet form of Ordinance No. 2062, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the Village Hall, commencing on the 13 day of March 2025, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request in the Office of the Village Clerk.

Dated at Chapin, Illinois, this 29 day of March, 2025.

Bailey Walters
Bailey Walters, Village Clerk

(SEAL)

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE VILLAGES
OF CONCORD AND CHAPIN, ILLINOIS**

THIS AGREEMENT is entered into by and between the Village of Concord, Morgan County, Illinois (hereinafter "Concord") and the Village of Chapin, Morgan County, Illinois (hereinafter "Chapin"). In this agreement, Concord and Chapin may also be referenced individually as "party" or "village" and may also be referenced collectively as "parties."

RECITALS

WHEREAS, Concord and Chapin are both Illinois municipalities within the meaning of 65 ILCS 5/1-1-2(1);

WHEREAS, Concord and Chapin are located in close proximity to one another;

WHEREAS, Concord currently operates its own waterworks system but purchases potable water from Chapin;

WHEREAS, Concord and Chapin are currently negotiating the terms of an agreement whereby Chapin would acquire Concord's waterworks system;

WHEREAS, Concord has requested that Chapin, during the period of the negotiations, assume the monthly duties of reading Concord's water meters, billing Concord's water customers, and collecting water customers' payments for the water service, and Chapin is willing to do so;

WHEREAS, Concord has requested that Chapin, during the period of the negotiations, assume the duties making routine repairs (e.g., replacing water meters, fixing minor leaks in a water main) to Concord's waterworks system, and Chapin is willing to do so;

WHEREAS, the parties have the authority 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 ordinance pursuant to the *Constitution of the State of Illinois* (Article VII, Section 10);

WHEREAS, pursuant to Article VII, Section 10 of the *Constitution of the State of Illinois*, the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 et seq.), and the *Illinois Municipal Code* (65 ILCS 5/1-1-5 (2024)), the parties have the authority to enter into this agreement; and

WHEREAS, the corporate authorities of Concord and Chapin have determined that it is in the best interest of each party and the citizens they each serve to enter into this agreement.

Now, therefore, Concord and Chapin agree and contract as follows:

Section 1. The foregoing recitals are adopted and incorporated into this agreement as if restated verbatim.

Section 2. Concord will read its water meters on or about March 28, 2025 which will be billed out to Concord customers on April 1st. All payments from the April 1st billing will belong to Concord.

By April 1, 2025, Concord shall provide Chapin with (i) a current listing of Concord's customers to permit Chapin to begin reading meters and issuing bills for service; (ii) maps with layouts showing the locations of the water system, mains, meters, hydrants, and any other facilities; and (iii) its automatic meter reader.

By April 1, 2025, Concord shall also (i) transfer ownership to Chapin of any utility bills related to the water system up to and including Ameren; (ii) provide Chapin with detailed financial records of the system for 2023, 2024 and 2025 to date showing the income, expense and debts of the system and a listing of all vendors and sources of revenue, which shall include, but not limited to, the three (3) most recently completed financial audits; (iii) provide Chapin with copies of any contracts currently in effect regarding the water system, including any contact information for companies with existing contracts in effect; (iv) provide Chapin with copies of all completed or partially completed surveys, evaluations, inventories, reports or estimates related to the operation, maintenance, and condition of the water systems including, but not limited to, the status of lead water lines within Concord, prepared within the last five (5) years; and (v) all correspondence received from the Illinois Environmental Protection Agency and any other state or federal agency related to the water system within the last five (5) years.

On and after April 1, 2025, for the term of this agreement, any water usage will be billable by Chapin. On or about April 25, 2025, Chapin will read Concord's water meters, of which usage will be billed by Chapin on April 30, 2025. All payments received for the bills sent on April 30, 2025 and thereafter will belong solely to Chapin. Receipts for sales made at the bulk water station in Concord beginning April 1, 2025 will belong solely to Chapin. Concord shall give Chapin access to the bulk water machine by April 1, 2025.

Beginning April 1, 2025, Concord facilities including, but not limited to, Village Hall and the separate office (old bank building), will be billable by Chapin for water usage. Concord's park will be allowed meter usage during special events upon request by a Concord official – a deposit will be required for this. This account will stay open and the meter turned on as needed. There will only be a bill created when the meter is used.

Beginning April 1, 2025, Concord will no longer be permitted to alter or change anything with the water system, unless otherwise permitted by a Chapin official.

As of April 1, 2025, Chapin will cease monitoring usage for billing Concord at the existing bulk rate. The final bill for usage during March 2025 will be sent out on or about April 1st.

A mass mailer will be composed by Chapin and Concord officials to be hand delivered by a Concord official to Concord's customers that will include all water rules, regulations, and rates for service, of Chapin including an optional ACH enrollment form, and a New Customer Application. The due date to receive these applications back from Concord customers will be April 1, 2025.

Concord agrees to pay a \$100 deposit on behalf of Concord customers in good standing that will be payable to the Village of Chapin no later than April 1, 2025.

Concord shall maintain insurance coverage on the property and the assets located on its property (302 State Street Concord, IL) during the term of this agreement.

Concord shall remain responsible for the payment of any debts and outstanding obligations it incurred prior to April 1, 2025; Concord shall hold harmless and indemnify Chapin for any such debts and obligations.

Chapin may put in a stand-alone drop box that will be installed at a location to be determined by Chapin for water payments beginning April 1, 2025. Concord will place a sign notifying customers of Chapin's drop box on or near Concord's existing drop box its uses for water payments. Any payments that are put in Concord's box will be required to be turned over to the Chapin.

Concord will change the contact for JULIE locates to Chapin's Water Superintendent, Trevor Cawthon, beginning April 1, 2025.

Concord's Water Superintendent, Terry Jockish, shall continue to be employed by Concord during the term of this agreement.

Section 3. The term of this agreement shall be for one (1) year commencing March, 2025, but may be extended or terminated as provided for in this agreement.

Section 4. This agreement may be amended by the parties by written agreement approved by the corporate authorities of each party.

Section 5. Either party, upon 60 days prior written notice to the other party, may terminate this agreement and dissolve the relationship between the parties. In the event of termination, the terminating party shall remain liable to the other for its share of its agreed upon but then unpaid contract liabilities.

Section 6. The parties agree that the terms and conditions of this agreement are severable and that any provision found to be invalid shall not affect the validity of any of the remaining provisions of this agreement.

Section 7. The corporate authorities of both Concord and Chapin have approved this agreement by ordinance or resolution duly passed, adopted and approved. Each party has full authority under the law to sign this agreement and fulfill its terms.

IN WITNESS WHEREOF, the Village of Concord, Morgan County, Illinois and the Village of Chapin, Morgan County, Illinois, have set their signatures on the dates set forth below. This document may be signed in duplicate originals.

Village of Concord, Illinois

By: Stacy McDannald
Stacy McDannald Village President

ATTEST:

MARIN Jockisch
MARIN Jockisch, Village Clerk

Date: 3/13/25

Village of Chapin, Illinois

By: Rex Brockhouse
Rex Brockhouse, Village President

ATTEST:

Bailey Walters
Bailey Walters, Village Clerk

Date: 3/13/25