

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2017-MC08

June 27, 2017

**AN ORDINANCE AUTHORIZING AN AGREEMENT
FOR SEWER CONNECTION FOR
103 HENSON**

WHEREAS, the City of Villa Grove ("City"), provides sanitary sewer services to its citizens; and

WHEREAS, the City provides sanitary sewer services to residents who are allowed to connect to its Sanitary Sewer System ("System"); and

WHEREAS, the Ponders own a residence located at 103 North Henson Road, Villa Grove, Illinois ("103 Henson") legally described on Exhibit A attached hereto and by reference incorporated herein and bearing Douglas County PIN 04-03-11-201-006; and

WHEREAS, 103 Henson is currently not hooked up to the System and the Ponders have expressed a desire to do so; and

WHEREAS, 103 Henson is located a significant distance from the main line of the System which would service it and, as a result, the Ponders anticipate expending significant funds to extend a line to connect to the System; and

WHEREAS, the City acknowledges that 103 Henson has City water service and that, as part of the water billing, the property has also had a history of paying sewer fees; and

WHEREAS, the parties acknowledge that while the City is legally obligated to allow for hook-up by the owners of 103 Henson but not obligated to pay for the extension of a sewer line to 103 Henson nor for any kind of refund or abatement of any fees, it is desirable for the Ponders to extend a customary residential service line for 103 Henson to the System, connect to the system, for the City will allow a one-time waiver of its customary connection fee (but no waiver of any sewer fees), and for the City to reimburse the Ponders for the reasonable cost of their extension expenses to connect to the system with the City's share of such expenses not to exceed \$2,500.00 ("Reimbursement"); and

WHEREAS, the Mayor and City Council find and determine that the best interests of the City and its residents will be served by the execution of the Agreement attached hereto, by reference incorporated herein and hereinafter referred to as the “Agreement”; and

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL, CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, as follows:

SECTION 1: Incorporation Clause. The Mayor and City Council of the City of Villa Grove, Illinois hereby find as facts the recitals hereinabove set forth.

SECTION 2: Purpose. The terms contained in the Agreement are deemed appropriate.

SECTION 3: Ordinance Adopted. The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest the Agreement, which contract shall be in substantially the form attached hereto.

SECTION 4: Payment. Upon satisfaction of the terms of the aforesaid Agreement, the Mayor hereby authorized and directed to make the payments provided under the Agreement subject to its terms.

SECTION 5: Conveyance. The Mayor and Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to the conveyance herein authorized.

SECTION 6: Effective. This ordinance shall be in full force and effect from and after its passage in a manner provided by law.

SECTION 7: Invocation of Authority. This ordinance is enacted pursuant to the authority granted to this City by the Constitution of the State of Illinois Compiled Statutes.

SECTION 8: State Law Adopted. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are hereby incorporated herein by reference.

SECTION 9: Approval and Execution of Documents. The Mayor and City Clerk are hereby authorized and directed to execute said Agreement and any related exhibits attached thereto and the City Clerk is authorized and directed to attest, countersign and affix the seal of the City to such documents and any and all other documents necessary to carry out and give effect to the purpose and intent of this Ordinance.

SECTION 10: Other Actions Authorized. That the Mayor, City Clerk, City Employees and/or the City Attorney are hereby authorized and directed to do all things necessary, essential, or convenient to carry out and give effect to the purpose and intent of this Ordinance.

SECTION 11: Acts of City Officials. That all acts and doings of the officials of the City past, present and future which are in conformity with the purpose and intent of this Ordinance, are hereby in all respects, ratified, approved, authorized and confirmed.

SECTION 12: Headings. The headings for the articles, sections, paragraphs and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provisions of this Ordinance.

SECTION 13: Severability. The provisions of this Ordinance are hereby declared to severable and should provisions, clause, sentence, paragraph, sub-paragraph, section, or part of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect. It is hereby declared to be the legislative intent of the City Council that this Ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, sub-paragraph, section, or part thereof had not been included.

SECTION 14: Superseder and Publication. All code provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

SECTION 15: Effective Date. This ordinance shall be in full force and effect upon passage and approval, as provided by the Illinois Municipal Code, as amended.

PRESENTED, PASSED, APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, ILLINOIS, at its special meeting on this twenty-seventh day of June, A.D., 2017, by a roll call vote as follows:

Allen, Bruce D. yea

Blaney, Thelma I. yea

Eversole-Gunter, Cassandra A. _____

Griffith, Darrel M. yea

Hunt, Ronald H. yea

Leon, Michael S. yea

Stipp, Robert L. yea

APPROVED:

Cassandra A. Eversole-Gunter

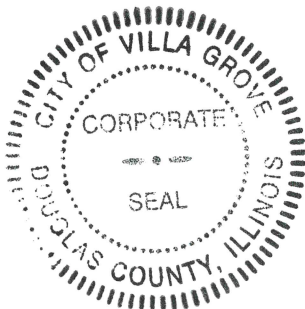
CASSANDRA A. EVERSOLE-GUNTER
Mayor

ATTEST:

Michelle L. Osborne

MICHELLE L. OSBORNE
City Clerk

SEAL



AGREEMENT

Now come the City of Villa Grove, an Illinois Municipal Corporation, ("City") and Robert H. Ponder and Sandra L. Ponder ("The Ponders") who hereby enter into this Agreement this ____ day of _____, 2017.

RECITALS:

- A. City provides sanitary sewer services to residents who are allowed to connect to its Sanitary Sewer System ("System"); and
- B. The Ponders own a residence located at 103 N. Henson Road, Villa Grove, Illinois, ("103 Henson") legally described on Exhibit A attached hereto and by reference incorporated herein and bearing PIN # 04-03-11-201-006; and
- C. 103 Henson is currently not hooked up to the System and The Ponders have expressed a desire to do so; and
- D. 103 Henson is located a significant distance from the main line of the system which would service it and, as a result, The Ponders anticipate expending significant funds to extend a line to connect to the System; and
- E. City acknowledges that the 103 Henson has City water service and that, as part of the water billing, the property has also had a history of paying sewer fees; and
- F. The parties acknowledge that the City is legally only obligated to allow for hook-up by the owners of 103 Henson and not obligated to pay for the extension of a sewer line to 103 Henson nor for any kind of refund or abatement of any fees; and
- G. The parties have reached the within Agreement whereby The Ponders may extend a customary residential service line for 103 Henson to the System, may connect to the system, the City will allow a one time waiver of its customary connection fee (but no waiver of any sewer fees), and will reimburse The Ponders for the reasonable cost of their extension expenses to connect to the system with the City's share of such expenses not to exceed \$2,500.00 ("Reimbursement"); and
- H. The parties agree that City's obligation to pay the Reimbursement will be made after completion of said connection and proof of payment of same and shall be conditioned upon said connection being completed within one year's execution of this Agreement.

Now, therefore, in consideration of their mutual agreements and covenants, the parties agree as follows:

1. The Ponders may connect 103 Henson to the System utilizing customary sanitary sewer lines in compliance with City Ordinances, County laws and State laws and regulations. City agrees to waive the initial connection fee so long as such connection is made within the one year anniversary of this Agreement. Failure by The Ponders to timely connect shall be deemed a waiver of City's obligation to waive such fee, and make any other payments to The Ponders provided herein.
2. Upon timely connection of 103 Henson to the System, City further agrees to reimburse The Ponders up to \$2,500.00 of the cost of connecting to the System upon proof of cost, proof of final payment, and timely completion of such connection.
3. The Ponders and any owners of record (past, present or future) hereby release the City, its employees, its officials, and its elected officials from any right or claim relating to the payment of sewer fees relating to 103 Henson to date.
4. The undersigned acknowledge that:
 - A) Time is of the essence for this Agreement.
 - B) The undersigned affirm that the representatives made in the "Recitals" portion of the Agreement are and that they respectively have authority to execute this Agreement.
 - C) The within Agreement is enforceable in Douglas County, Illinois.
 - D) That the parties agree to be bound by the within terms and stipulate that their mutual Agreements shall serve as full and adequate consideration.

Entered into effective the date first appearing above.

City of Villa Grove

The Ponders

By: _____
Cassandra Eversole-Gunter

Robert H. Ponder

ATTEST:

Sandra L. Ponder

Michelle L. Osborne
City Clerk