

ORDINANCE NO. 2019-984

LICK CREEK WATER DISTRICT AGREEMENT

WHEREAS, the Village of Cobden owns and operates a water supply distribution system capable of supplying water to others in the area; and

WHEREAS, the Lick Creek Water District, desires to purchase water from the Village of Cobden to assist in its supply of water to its service area; and

WHEREAS, Village of Cobden now desires to enact an Ordinance to approve, adopt and enter into a Water Purchase Contract (Attached as Exhibit "A");

THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Cobden, Union County, Illinois, as follows:

SECTION ONE – Definitions:

"Seller" as used in this agreement and ordinance shall mean the Village of Cobden.

"Purchaser" as used in this agreement and ordinance shall mean the Lick Creek Water District.

"Agreement" as used in this ordinance shall refer to the attached Exhibit "A" titled Water Purchase Agreement.

NOW THEREFORE, BE IT RESOLVED, that the above referenced Agreement be approved and adopted by the Village of Cobden in its entirety.

SECTION THREE: That if any part or portion of this ordinance shall be declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this ordinance.

PUBLICATION OF ORDINANCE. The Village Clerk shall publish this ordinance in pamphlet form.


Trustee	Aye	Nay	Absent	Abstain
Jean A. Britt			XX	
Patrick Brumleve	XX			
Alma Gomez	XX			
Elvis Pearson	XX			
Austin Sellars	XX			
David Stewart	XX			

PRESENTED to the President and Board of Trustees of the Village of Cobden, Union
County, Illinois, this 7th day of January, 2019.

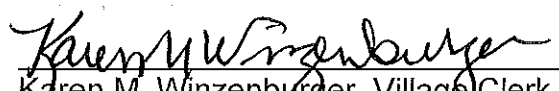
PASSED by the President and Board of Trustees of the Village of Cobden, Union
County, Illinois, this 7th day of January, 2019.

SIGNED by the President of the Board of Trustees of the Village of Cobden, Union
County, Illinois, this 7th day of January, 2019.

(SEAL)


Paul Z. Tomazzoli, Village President
Village of Cobden, Union County, Illinois

ATTEST:


Karen M. Winzenburger, Village Clerk
Village of Cobden, Union County, Illinois

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 7th day of January, 2019, between the VILLAGE OF COBDEN, 112 E. Maple St., Cobden, Illinois 62920, hereinafter referred to as the "Seller" and the LICK CREEK PUBLIC WATER DISTRICT, 8090 Lick Creek Road, Buncombe, IL 62912, hereinafter referred to as the "Purchaser",

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of 70 ILCS 3705 of the Code of Illinois Compiled Statutes, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system, has the capacity and agrees to deliver the flow as required by this contract.

Whereas, by Ordinance No. 2019-984 enacted on the 7th day of January, 2019, by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said ordinance was approved, and the execution of this contract carrying out the said terms thereof by the Chairman of the Board, and attested by the Secretary, was duly authorized, and

Whereas, by Chairman of the Board of Trustees of the Purchaser, enacted on the 7th day of January, 2019, the purchase of water from the Seller in accordance with the terms set forth in the said ordinance was approved, and the execution of this contract by the Board Chairman, and attested by the Secretary was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth, this contract superseding all previous contracts.

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Illinois EPA in such quantity as may be required by the Purchaser not to exceed 2,000,000 gallons per month.
2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure from an existing six inch main supply at a point located at or near Wing Hill Road, Cobden, Union County, Illinois. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.
3. (Metering Equipment) To maintain the meter in the existing meter vault at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter

Exhibit A

registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the 4 months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on the 1st week of the month. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To furnish the Purchaser at the above address not later than the 1st day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the 20th day of each month, for water delivered in accordance with the following schedule of rates:

a. \$9.00 for the first 1500 gallons, then all additional shall be at a rate of \$4.45 per 1000 gallons, with a monthly minimum charge of \$9.00.

b. Purchaser agrees to pay and be responsible for any and all late charges for non-payment by the due date set forth above pursuant to Chapter 38 of the Village of Cobden Revised Code.

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of 41 years from the date of this contract and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

2. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

3. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification upon district wide modifications by Seller.

4. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

5. (Miscellaneous) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through Rural Development of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of Rural Development.

6. (Successor to the Parties) That in the event of any occurrence rendering either Party incapable of performing under this contract, any successor to that Party, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of that Party hereunder.

7. (Pledge as Security) This contract is pledged to the United States of America, acting through Rural Development of the United States Department of Agriculture as part of the security of the loan(s).

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in 2 counterparts, each of which shall constitute an original.

SELLER: VILLAGE OF COBDEN, ILLINOIS

By: _____

Title: _____

Attest:

Secretary

PURCHASER: LICK CREEK PUBLIC WATER DISTRICT

By: _____

Title: _____

Attest:

Secretary

This contract is approved on behalf of USDA Rural Development this _____ day of _____, 2019.

3

By: _____

Title: _____