

Ordinance No. 11- 14

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT

*BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS
FOLLOWS:*

SECTION 1: That Intergovernmental Agreement between the South Sangamon Water Commission and the Curran Gardner Townships Public Water District , a copy of which is attached hereto, is hereby approved.

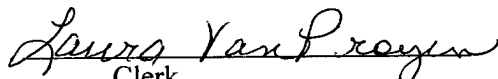
SECTION 2: The Chairman of the Commission is authorized and directed to approve said agreement on behalf of the Commission, and the proper officers of the Commission are authorized and directed to carry out the agreement by its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 21st day of October, 2011.


CHAIRMAN

ATTEST:


Clerk

AYES: McCord, Pfeffer

NAYS: None

PASSED: 10/21/11

APPROVED: 10/21/11

ABSENT: Hall

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the South Sangamon Water Commission, an Illinois public and municipal corporation organized and existing pursuant to Division 135 of the Illinois Municipal Code, 65 ILCS 5/11-135-1, *et seq.*, (“Commission”) and the Curran Gardner Townships Public Water District (“District”), an Illinois public corporation and unit of government organized and existing pursuant to the Illinois Public Water District Act.

WHEREAS, pursuant to Division 135 of the Illinois Municipal Code, a water commission may construct water wells, a water treatment plant and transmission mains to supply its member municipalities, other units of government and other entities, public and private, with wholesale water and to provide retail customers within unincorporated with potable water;

WHEREAS, the Commission has constructed just such a system, including a well field and treatment plant located at Leach and Buckhart Roads in Sangamon County, Illinois;

WHEREAS, the well fields and treatment plant are scheduled to become operational on January 1, 2012, with testing and EPA permitting activities scheduled to commence on or about November 15, 2011;

WHEREAS, District has trained operators with the necessary licenses to operate the Commission’s plant, and the necessary knowledge and experience to staff, maintain and operate the Commission’s plant in the future;

WHEREAS, intergovernmental agreements are expressly allowed by Article VII, Section 10 of the Illinois Constitution of 1970;

WHEREAS, Section 3 of the Intergovernmental Cooperation Act provides that any power or powers, privileges; functions, or authority exercised or which may be exercised by a public agency of the State may be exercised, combined, transferred, and enjoyed jointly with any

other public agency of the State except where specifically and expressly prohibited by law;

WHEREAS, Section 5 of the Intergovernmental Cooperation Act provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract, and provided that such a contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions:** As used herein, the following terms have the following definitions:

a. “Water Plant” refers to the Commission’s Water Plant located at Buckhart and Leach Roads in Sangamon County, Illinois and the well fields located approximately 1 mile north thereof. District’s responsibilities pursuant to this contract are limited to areas within the 12 acre plant site and that portion of the well field (wells, platforms, roads and transmissions mains) devoted to the production and transmission of water.

b. “Operate” and “Operations” includes doing all things necessary for the operation of the Water Plant and set forth in a scope of work attached hereto as Exhibit A. “Operate” and “Operations” do not include the performance of maintenance activities other than routine preventive maintenance and replacement of expendables; nor does it include activities required to comply with Commission’s duties under the Conservation Reserve Program; but it does include the management and overall supervision of maintenance activities for which Commission contracts with third parties.

2. **General.** During the term of this Agreement, District shall manage Operations at the Water Plant on behalf of Commission, subject to the terms and conditions of this Agreement.

3. **Staffing.**

A. District shall provide Commission with a General Manager, who shall have the authority, among other things, to enter into contracts on behalf of the Commission and otherwise commit the Commission for expenditures of up to \$10,000.00 per occurrence without prior consultation with the Commissioners. The General Manager shall:

(1) Manage Operations at the Water Plant within the current budget of the Commission;

(2) Monthly report on plant activities to the Commission at the Commission's regular meetings or special meetings as appropriate;

(3) Consult as appropriate with the Chairman of the Commission with respect to management of the Water Plant.

(4) Assist the Commission in the preparation of budgets and appropriations;

(5) Order and account for supplies, chemicals and expendables.

The parties contemplate that the position of General Manager is a part-time position and that the General Manager will also be the General Manager of the District's own water production operations as well as the licensed operator for other water systems.

The General Manager shall be an agent of Commission and may hold himself out to third parties as such.

B. District, through the General Manager, will staff the Water Plant with sufficient personnel with appropriate licenses and training to operate the Water Plant in a proper and

efficient manner and in accordance with its IEPA operational permit and all applicable state and federal regulations. District shall designate certain of its employees to have primary responsibilities with respect to the Water Plant. However, District may from time to time utilize others of its employees in Water Plant Operations, and may from time to time utilize the employees regularly used at the Water Plant for its own operations. Initially, the parties contemplate that the Water Plant will require two full time equivalent employees, but from time to time, District may require more or less personnel to perform the Operations. District shall account for the time of its employees detailed to the Water Plant and shall bill Commission monthly for such employees in accordance with paragraph 5.

4. Responsibilities of Commission

The services provided by District pursuant to this contract are limited to providing personnel and expertise necessary for the Water Plant Operations, and only within the confines of the Water Plant. All expenses of the Water Plant shall be borne by Commission, including but not limited to:

- A. Tools and vehicles used within the Water Plant
- B. Disposal of Brine through a contracts with third parties
- C. Chemicals and expendables
- D. Spare parts
- E. Maintenance
- F. Electricity and other utilities
- G. SCADA and other data systems
- H. EPA-required testing
- I. All expenses of the water system outside the Water Plant, such as

transmission lines and booster stations, meter reading and billing functions.

The General Manager shall assist Commission in identifying and securing sources of supply and contracts for the above activities.

5. Compensation

In consideration of its services, Commission shall pay the sum of Twelve Thousand Dollars (\$12,000.00) each month. Said sum will include the services of the part-time General Manager, one full-time employee who is the holder of a Class A license and an additional part-time employee. In addition, District will carry out the duties previously described herein regarding plant operations.

Changes to District staff and staff compensation are anticipated to occur over the duration of the Agreement. To address these anticipated changes the District will provide the commission with requested adjustment to the initial compensation amount noted in the first paragraph of this section by July 1 of each year for the Commission's review and approval, and the approved revised compensation amount will become effective on January 1 thereafter.

District shall bill Commission monthly for such personnel expenses; bills shall be approved and paid at the next Commission meeting following the rendering of the bill. If a bill is disputed, the undisputed portion shall be paid while the parties resolve the disputed portion in accordance with procedures set forth in paragraph 8.

6. Effective Date and Term

This Agreement shall become effective on the date the Commission begins final acceptance testing for the Water Plant, which is anticipated to be on or about November 15, 2011. The initial term of the Agreement shall be through December 31, 2016. After expiration of the initial or any extended or renewal term, this Agreement shall automatically renew in

successive five-year increments, unless at least 18 months before the expiration of the original term or any extended or renewal term, either party serves written notice upon the other of an intention not to renew.

7. Duty to Negotiate

The parties acknowledge that the Water Plant is a startup operation, and that there are unknowns with respect to the need for staffing and the scope of duties required for the efficient operation of the Water Plant. Should the initial staffing levels and scope of duties as set forth in this Agreement require modification in view of the parties' experience, the parties agree to negotiate modifications in good faith.

8. Dispute Resolution

Whenever there is a dispute between the parties, the parties shall first consult together and attempt to resolve the dispute. Either party shall have the privilege of directly addressing the corporate authorities of the other party with respect to the dispute. Disputes that cannot be resolved by consultation shall be settled by arbitration, in the following manner. The parties will attempt to agree on a single arbitrator to decide the dispute. If they cannot agree on an arbitrator, then each party will select an arbitrator, and the two arbitrators so selected shall select a third arbitrator, and the panel so composed shall decide the dispute. Arbitrations shall be conducted and enforced pursuant to the Illinois Uniform Arbitration Act, and the cost of arbitration shall be divided equally by the parties.

9. Miscellaneous This is the entire Agreement between the parties with respect to its subject matter. All oral representations regarding this Agreement prior to the date hereof are expressly disclaimed. This Agreement is effective upon approval by ordinance of each party and signed by the District Chairman and the Chairman of Commission. All

modifications to this Agreement shall be in writing and shall be effective only when approved by ordinance and signed by the District President and the Chairman of Commission. The headings in this Agreement are for convenience only and are not substantive parts of this Agreement. This Agreement shall be governed in accordance with Illinois law. In the event any portion of this Agreement is unenforceable, such shall not affect the enforceability of the remainder of the Agreement.

CURRAN-GARDNER TOWNSHIPS PUBLIC WATER DISTRICT

Approved pursuant to Ordinance No. 63
dated October 25, 2011

By: Robert H. Dalton
Its Chairman

10/25/11
Date

Attest: Deanne Farag
Its Secretary



SOUTH SANGAMON WATER COMMISSION

Approved pursuant to Ordinance No. 11-14
dated October 21, 2011

By: Del McEld
Its Chairman

10/21/11
Date

Attest: Laura VanPraeyen
Its Clerk

EXHIBIT A

SCOPE OF WORK

1. Management of all Operations of the Water Plant, including wellfield
2. Development and refinement of O&M and emergency manual and procedures
3. Assistance with startup activities
4. Recommendations to Commission for scheduled maintenance and upgrades.
5. Preventive Maintenance including membrane filters
6. Ordering of supplies, spare parts, chemicals and expendables in consultation with Commission Chairman, staff and officer personnel
7. Sampling per IEPA regulations
8. Consultation with Commission Chairman and staff as appropriate
9. Coordination with third parties involved in Commission operations, including but not limited to CRP Manager, Village of Chatham and New Berlin Water Superintendents, and brine hauling vendors.
10. Assist Commission in negotiation of third party maintenance contracts and management and supervision of such contracts.

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 11- 14, adopted by the Commission on the 21st day of October, 2011, said Ordinance being entitled:

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT

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 Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 21st day of October, 2011.


Clerk