

North Branch Chicago River Watershed Workgroup Membership Agreement



This "Agreement" is made by and among the North Shore Water Reclamation District, various Illinois Municipal Corporations, the County of Lake, Illinois, Lake County Stormwater Management Commission (SMC), other Units of Local Government, Not-for-Profit Corporations, and Private Parties (collectively, the "Parties").

Recitals

The Parties have individually and collectively determined that the North Branch of the Chicago River Watershed "Watershed" may be in need of water quality improvements, and they have further determined that it would be beneficial to enter into a cooperative agreement by forming the North Branch Chicago River Watershed Workgroup "NBWW" through this Agreement to provide for the collection of data that would assist in identifying issues that impact local and regional water quality within the Watershed.

The Parties have determined that the NBWW would consolidate the limited resources of the Parties and limit duplication of work. After consideration of planning, fiscal, and other issues involving water quality and affecting this matter, each of the Parties has determined that it is in the interests of its citizens, representative groups, and of the general public welfare that this Agreement be executed and implemented.

1. Incorporation of Recitals.
 - A. The recitals to this Agreement are incorporated by this reference.
2. Membership Goals and Objectives
 - A. Membership in the NBWW shall be governed by the NBWW bylaws, which are attached to and made a part of this Agreement as **Attachment A**.
 - B. NBWW mission goals and objectives are listed in the NBWW bylaws in Article III.

To achieve the attached goals and objectives, the Parties may rely upon the powers and authority granted to them, individually and collectively, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; Article VII, Section 10 of the 1970 Constitution of the State of Illinois; the Local Land Resource Management Planning Act, 50 ILCS 805/1 et seq.; the Illinois Drainage Act, 70 ILCS 605/1 et seq.; and other statutory authority, including without limitation 55 ILCS 5/5-1062 et seq., providing authority to the Stormwater Management Commission; the Environmental Protection Act, 415 ILCS 5 et seq.; and other applicable law.

In light of the foregoing, the Parties now agree as follows:

3. Funding.
 - A. To provide a source of funds to commence the Intended Work each Party agrees to contribute its proportionate share of the costs associated with the Intended Work, in accordance with the schedule of dues shown on **Attachment B**, which is attached to and made a part of this Agreement by this reference and as described further in Paragraph 4.C. below. No party shall be required to provide any funds in excess of the dues that have been approved for any given fiscal year of that party and shall not be deemed to be obligated or legally required to appropriate and/or pay any dues for future fiscal years. The NBWW shall have no power or authority to incur any debt or obligation on behalf of a Party beyond the dues actually paid by the Party.
 - B. To make substantive progress on the Intended Work, the Parties must proceed expeditiously and accordingly deem it advisable to authorize their officers, employees and representatives to cooperate with each other.
4. Administrative Agent & NBWW Fund.
 - A. Administrative Agent. The NBWW has approved an agreement to utilize SMC as its administrative agent for entering into contracts, making payments, as directed by the Executive Board, receiving dues or other grants or revenue, and for providing the financial accounting and reports required by this Agreement, or



as directed by the Executive Board.

- B. NBWW Fund. A fund (known as an "agency fund") shall be established and maintained within the County of Lake's financial system as a separate, special fund for the exclusive use and purposes of the NBWW. This fund shall include the necessary expense and revenue accounts matching the type of goods and services paid for, and the revenue sources received.

All contracts for the Intended Work shall be let by using the procedures set forth in the County of Lake's Purchasing Ordinance, as that ordinance is amended from time to time. SMC shall manage the process under the Purchasing Ordinance for the NBWW.

- 5. Representation and Cooperation. Each of the Parties represents that the persons executing this agreement on behalf of such Party is duly authorized to do so. The Parties agree that no Party shall have the right to compel any other Party to enter into any agreement that is not mutually acceptable. The Parties agree to meet and confer to discuss any disputes over the terms of this Agreement.

- 6. Entire Understanding; Amendment. This Agreement contains the entire understanding of the Parties and the NBWW regarding cost-sharing obligations with respect to the Intended Work, Watershed-Related Services, and all other agreements, understandings, representations, and statements, if any, whether oral or written, are merged herein. The Parties agree that this Agreement, including the attached bylaws, may be amended only by a super majority of the NBWW Executive Board, and any such amendment will be deemed accepted by the signatories to this Agreement unless they submit a notice of termination, as set forth below, within 30 days of the amendment's effective date. (Unless otherwise specified, an amendment's effective date will ordinarily occur on the date the Executive Board approves the amendment).

- 7. Notices. All notices to the NBWW under this Agreement shall be sent to:

North Branch Chicago River Watershed Workgroup
Attn: Administrative Agent
500 W. Winchester Road, Suite 201
Libertyville, IL 60048

With a copy to:
Village of Deerfield
Attn: Superintendent of Wastewater Operations
465 Elm Street
Deerfield, IL 60015

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Attachment B – NBWW Annual Dues Calculation

North Branch Chicago River Watershed Workgroup
Potential Dues Calculations

Name	Area within the North Branch Watershed (acres)	Area within the North Branch Watershed (%)	Design Average Flow (MGD)	Fixed Component	Fixed Component for Permit Monitoring	WTP Contribution 33%	Acreage Contribution 50%	Projected Dues
Abbott	1,026.00	1.60%		\$200	\$800	\$0	\$999	\$1,999
CCFPD - Unincorporated	1,562.26	2.43%		\$200	\$800	\$0	\$1,521	\$2,521
Christopher Burke	0.00	0.00%		\$200	\$0	\$0	\$0	\$200
City of Evanston	8.44	0.01%		\$200	\$800	\$0	\$8	\$1,008
City of Highland Park	5,168.68	8.05%		\$200	\$800	\$0	\$5,031	\$6,031
City of Highwood	147.04	0.23%		\$200	\$800	\$0	\$143	\$1,143
City of Lake Forest	7,659.25	11.93%		\$200	\$800	\$0	\$7,456	\$8,456
City of North Chicago	224.44	0.35%		\$200	\$800	\$0	\$218	\$1,218
City of Park City	474.99	0.74%		\$200	\$800	\$0	\$462	\$1,462
City of Waukegan	2,156.39	3.36%		\$200	\$800	\$0	\$2,099	\$3,099
Cook County - Unincorporated	1,144.68	1.78%		\$200	\$800	\$0	\$1,114	\$2,114
Cook County DOT	426.25	0.66%		\$200	\$800	\$0	\$415	\$1,415
Deerfield Park District	0.00	0.00%		\$200	\$0	\$0	\$0	\$200
Deigan & Associates	0.00	0.00%		\$200	\$0	\$0	\$0	\$200
East Skokie Drainage District	0.00	0.00%		\$200	\$800	\$0	\$0	\$1,000
Friends of the Chicago River	0.00	0.00%		\$200	\$0	\$0	\$0	\$200
Gewalt Hamilton	0.00	0.00%		\$200	\$0	\$0	\$0	\$200
Gillette Corp	56.00	0.09%		\$200	\$800	\$0	\$55	\$1,055
Great Lakes Naval Training Center	671.00	1.05%		\$200	\$800	\$0	\$653	\$1,653
Hey & Associates	0.00	0.00%		\$200	\$0	\$0	\$0	\$200
Illinois DOT	1,177.00	1.83%		\$200	\$800	\$0	\$1,146	\$2,146
Illinois Tollway Authority	1,073.03	1.67%		\$200	\$800	\$0	\$1,045	\$2,045
Lake County - Unincorporated	2,884.51	4.49%		\$200	\$800	\$0	\$2,808	\$3,808
Lake County DOT	154.00	0.24%		\$200	\$800	\$0	\$150	\$1,150
Lake County SMC	0.00	0.00%		\$200	\$0	\$0	\$0	\$200
Lake Forest Openlands	0.00	0.00%		\$200	\$0	\$0	\$0	\$200
LCFPD - Unincorporated	761.80	1.19%		\$200	\$0	\$0	\$742	\$942
Libertyville Township	1,767.84	2.75%		\$200	\$800	\$0	\$1,721	\$2,721
Maine Township	186.86	0.29%		\$200	\$800	\$0	\$182	\$1,182
MWRDGC	0.00	0.00%		\$200	\$0	\$0	\$0	\$200
New Trier Township	349.89	0.54%		\$200	\$800	\$0	\$341	\$1,341
Niles Township	1.24	0.00%		\$200	\$800	\$0	\$1	\$1,001
Northfield Township	606.71	0.94%		\$200	\$800	\$0	\$591	\$1,591
NSWRD Clavey Road WRF	0.00	0.00%	17.8	\$200	\$800	\$34,817	\$0	\$35,817
Peter Baker & Sons	52.91	0.08%		\$200	\$800	\$0	\$52	\$1,052
Shields Township	510.42	0.79%		\$200	\$800	\$0	\$497	\$1,497
Union One Middle Fork Drainage District	0.00	0.00%		\$200	\$800	\$0	\$0	\$1,000
Union One West Fork Drainage District	0.00	0.00%		\$200	\$800	\$0	\$0	\$1,000
Vernon Township	238.36	0.37%		\$200	\$800	\$0	\$232	\$1,232
Village Green Oaks	1,852.75	2.89%		\$200	\$800	\$0	\$1,804	\$2,804
Village of Bannockburn	1,194.20	1.86%		\$200	\$800	\$0	\$1,162	\$2,162
Village of Deerfield	3,531.16	5.50%	3.5	\$200	\$1,600	\$6,846	\$3,437	\$12,083
Village of Glencoe	1,124.73	1.75%		\$200	\$800	\$0	\$1,095	\$2,095
Village of Glenview	7,219.74	11.24%		\$200	\$800	\$0	\$7,028	\$8,028
Village of Golf	291.60	0.45%		\$200	\$800	\$0	\$284	\$1,284
Village of Gurnee	107.83	0.17%		\$200	\$800	\$0	\$105	\$1,105
Village of Kenilworth	40.46	0.06%		\$200	\$800	\$0	\$39	\$1,039
Village of Lake Bluff	935.89	1.46%		\$200	\$800	\$0	\$911	\$1,911
Village of Lincolnshire	762.20	1.19%		\$200	\$800	\$0	\$742	\$1,742
Village of Mettawa	508.74	0.79%		\$200	\$800	\$0	\$495	\$1,495
Village of Morton Grove	1,628.79	2.54%		\$200	\$800	\$0	\$1,586	\$2,586
Village of Niles	106.98	0.17%		\$200	\$800	\$0	\$104	\$1,104
Village of Northbrook	6,933.19	10.80%		\$200	\$800	\$0	\$6,749	\$7,749
Village of Northfield	1,898.20	2.96%		\$200	\$800	\$0	\$1,848	\$2,848
Village of Riverwoods	925.67	1.44%		\$200	\$800	\$0	\$901	\$1,901
Village of Skokie	919.73	1.43%		\$200	\$800	\$0	\$895	\$1,895
Village of Wilmette	1,944.79	3.03%		\$200	\$800	\$0	\$1,893	\$2,893
Village of Winnetka	1,413.77	2.20%		\$200	\$800	\$0	\$1,376	\$2,376
Warren Township	12.99	0.02%		\$200	\$800	\$0	\$13	\$1,013
Waukegan Township	11.41	0.02%		\$200	\$800	\$0	\$11	\$1,011
West Deerfield Township	350.49	0.55%		\$200	\$800	\$0	\$341	\$1,341
West Skokie Drainage District	0.00	0.00%		\$200	\$800	\$0	\$0	\$1,000
TOTALS:	64,205.28	100.00%	21.30	\$12,200	\$41,600	\$41,663	\$45,289	\$156,964