



Agenda Item Executive Summary

Title: Intergovernmental Agreement with MWRD – Northwest Winnetka Stormwater Funding

Presenter: Steven M. Saunders, Director of Public Works/Village Engineer

Agenda Date: 08/19/2014

Consent: YES NO

<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Bid Authorization/Award
<input checked="" type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

Item History:

2014 Capital Budget

Executive Summary:

The Metropolitan Water Reclamation District of Greater Chicago (MWRD) is a regional governmental agency with responsibility for general supervision of stormwater management in Cook County. In 2013, the MWRD announced its intention to financially partner with municipal agencies in constructing local stormwater improvements and solicited “shovel-ready” projects for possible funding consideration. The Village submitted several projects, and the MWRD has agreed to provide \$2,000,000 towards the Village's Northwest Winnetka Stormwater Improvements. The MWRD and Village staff have developed an Intergovernmental Agreement (IGA) to administer the MWRD’s funding of the Village’s improvements. The IGA has been reviewed through several versions by MWRD’s legal staff and the Village Attorney, and is shown in Attachment #1. The MWRD Board of Commissioners approved the IGA at its August 7, 2014 Board meeting.

Following approval of the IGA, the Village will finalize bidding documents and advertise for construction bids. Staff intends to provide an award recommendation to the Council in late September or early October. Construction will begin with the pond outlet, however, it is anticipated that the material ordering and fabrication time for the box culvert and outlet sections will take 8-10 weeks, meaning construction will commence in late 2014.

Recommendation:

Consider authorizing the Village President to sign the INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF WINNETKA AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF NEW STORM SEWERS AND BERMS IN NORTHWEST WINNETKA, providing \$2 million to the Village of Winnetka for construction of the Northwest Winnetka Stormwater Improvement project.

Attachments:

Agenda Report
Intergovernmental Agreement

Agenda Report

Subject: **Intergovernmental Agreement with MWRD – Northwest Winnetka Stormwater Funding**

Prepared By: Steven M. Saunders, Director of Public Works/Village Engineer

Date: August 12, 2014

Background

The Metropolitan Water Reclamation District of Greater Chicago (MWRD) is a regional governmental agency with responsibility for general supervision of stormwater management in Cook County. In 2013, the MWRD announced its intention to financially partner with municipal agencies in constructing local stormwater improvements and solicited “shovel-ready” projects for possible funding consideration. The Village submitted several projects and was notified that its proposed Northwest Winnetka improvements were being considered for possible funding.

In order for the MWRD to provide funding, the State legislation providing it with stormwater management authority needed to be amended to specifically allow provision of grant funding to local agencies. The amendment process took many months, but Public Act 098-0652 was approved on June 18, 2014, specifically authorizing the MWRD to plan, manage, implement, and finance local activities relating to stormwater management in Cook County. Following passage of the Act, the MWRD and Village staff began developing an Intergovernmental Agreement (IGA) to administer the MWRD’s funding of the Village’s improvements. The IGA has been reviewed through several versions by MWRD’s legal staff and the Village Attorney, and is shown in **Attachment #1**.

Key components of the IGA follow:

1. The MWRD has agreed to provide \$2,000,000 towards the project, which has a cost projection of about \$4.6 million - including a bidding contingency in case the MWRD’s procurement policies affect the bidding environment. (Article 2.10)
2. The MWRD has required that its procurement policies, including prevailing wage requirements and affirmative action requirements, be included in the Village’s bidding documents. The Village has obtained and reviewed these documents and included them in the project bidding specifications. (Articles 2.7, 2.8)
3. The MWRD has authority to review and comment on the proposed construction plans prior to bidding. The plans have been submitted to MWRD for review and MWRD’s comments appear to be minor, not affecting project scope or cost. (Articles 2.4, 2.5)
4. The MWRD has required that an Operation and Maintenance plan be submitted for approval. The Village submitted the required plan, which has been approved by the MWRD. The plan commits the Village to an annual inspection of the

- system and the outlet to the Forest Preserve pond, and regular inspection of street inlets for debris or blockages. (Article 5.1)
5. In the event that the Village fails to operate or maintain the project, the MWRD can cause necessary maintenance to be performed, at the Village's expense, or ultimately may demand that some or all of the project funding be returned to the MWRD. (Articles 5.5, 5.6)

The MWRD Board of Commissioners approved the IGA at its August 7, 2014 Board meeting.

Project implementation schedule

Following approval of the IGA, the Village will finalize bidding documents and advertise for construction bids. Staff intends to provide an award recommendation to the Council in late September or early October. Construction will begin with the pond outlet, however, it is anticipated that the material ordering and fabrication time for the box culvert and outlet sections will take 8-10 weeks, meaning construction will commence in late 2014.

Recommendation:

Consider authorizing the Village President to sign the **INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF WINNETKA AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF NEW STORM SEWERS AND BERMS IN NORTHWEST WINNETKA**, providing \$2 million to the Village of Winnetka for construction of the Northwest Winnetka Stormwater Improvement project.

Attachments:

1. Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
WINNETKA AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND
MAINTENANCE OF NEW STORM SEWERS AND BERMS IN NORTHWEST
WINNETKA**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the “MWRDGC”) and the Village of Winnetka, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (hereinafter the “Village”).

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “Act”); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the MWRDGC; and

WHEREAS, the Act, as amended on June 18, 2014 by Public Act 098-0652, specifically authorizes the MWRDGC to plan, manage, implement, and finance local activities relating to stormwater management in Cook County; and

WHEREAS, the Act further authorizes the MWRDGC to assume responsibility for maintaining any stream within Cook County;

WHEREAS, the Village is located within the boundaries of Cook County; and

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village has the authority to improve and maintain waterways within its corporate limits; and

WHEREAS, the Village proposes to install new storm sewers and berms in northwest Winnetka to reduce flooding; and

WHEREAS, the Village intends to perform the design, construction, operation and maintenance of the new storm sewers and berms in northwest Winnetka; and

WHEREAS, the Village's proposed plans for installing new storm sewers and berms in northwest Winnetka may be approached more effectively, economically, and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on August 7, 2014, the MWRDGC's Board of Commissioners authorized the MWRDGC to enter into an intergovernmental agreement with the Village; and

WHEREAS, on August 19, 2014 the Village Council authorized the Village to enter into an intergovernmental agreement with the MWRDGC; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Village and MWRDGC hereby agree as follows:

Article 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Scope of Work.

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of the new storm sewers and berms in northwest Winnetka in the Village (hereinafter the "Project"), as depicted on Exhibit 1.
2. The Village, at its sole cost and expense, shall cause to be prepared construction drawings, specifications, and details (hereinafter "Construction Documents") for the Project.
3. The Project shall realize the public benefit of helping to reduce the risk of flooding in the general area tributary to the new storm sewers and berms in northwest Winnetka (the "Public Benefit").

4. The Village shall provide the MWRDGC with a copy of the Construction Documents prior to bidding the Project for the MWRDGC's approval as to the Project's intended Public Benefit.
5. The MWRDGC shall review and provide comments to the Village as to the Project's intended Public Benefit in writing within 14 calendar days of receipt of the Construction Documents referenced in Article 2, Subsection 2. The Village's incorporation of the MWRDGC's review comments into the Construction Documents shall not be unreasonably withheld.
6. The Village, at its sole cost and expense, shall construct the Project in accordance with the final Construction Documents.
7. The Village will award all Project-related construction contracts using the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24, the MWRDGC's Multi-Project Labor Agreement and Memorandum of Understanding, as well as the MWRDGC's Affirmative Action Requirements and Affirmative Action Ordinance (attached as Exhibits 2, 3, and 4 respectively) as minimum requirements. The Village may impose more stringent requirements than those contained in Exhibits 2, 3, and 4 when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below the MWRDGC's general standards. The Village need not include the attached Exhibits 2, 3, and 4 as part of their bid documents. However, the Village is responsible for ensuring that these minimum standards are met.
8. The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are revised by the Illinois Department of Labor and are available on the Department's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of the Agreement.
9. The Village, at its sole cost and expense, shall provide final project design, land acquisition and remediation, and construction oversight and administrative support for the Project.
10. The MWRDGC shall reimburse the Village for 50.0% of the Project cost, but in no event shall that amount exceed two million and NO/100 Dollars (\$2,000,000.00)("Maximum

Reimbursement Amount"). All reimbursement provided by the MWRDGC shall be used exclusively for the construction of the Project, including the cost of acquiring easements and parcels of real property necessary for the completion of the Project. For purposes of this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Construction Documents. The Village shall be solely responsible for change orders, overruns or any other increases in cost of the Project. The MWRDGC shall disburse funds to the Village in accordance with the following schedule:

- a. Up to 25% of the Maximum Reimbursement Amount at receipt of invoices for 25% completion of construction;
 - b. Up to 25% of the Maximum Reimbursement Amount at receipt of invoices for 50% completion of construction;
 - c. Up to 25% of the Maximum Reimbursement Amount at receipt of invoices for 75% completion of construction; and
 - d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to reimburse the Village for 50% of the total Project cost shall be paid at receipt of invoices for final completion and after final inspection by the MWRDGC.
11. As of the date the Village executed this Agreement, the Village has spent approximately \$224,729 on engineering, property acquisition, and other design-related project costs. The Village will also contribute approximately \$2,643,000 towards total construction costs, including construction inspection.
 12. As a condition for reimbursement, the Village shall submit copies of construction invoices to the MWRDGC for the MWRDGC's review and approval, such approval not to be unreasonably withheld.
 13. The MWRDGC will only pay invoices submitted in strict accordance with the schedule set forth in subsection 10 of this Article. The Village shall submit invoices for the representative percentage of construction within thirty (30) calendar days of meeting its respective completion percentage.
 14. The Village shall return all funds provided by the MWRDGC if the Project is not completed within two years of award of the construction contract, unless the MWRDGC approves extension(s); such approvals shall not be unreasonably withheld. In the event

that the Village does not use all of the MWRDGC's disbursed funds for the Project, the Village shall return any unused funds to the MWRDGC within sixty (60) days.

Article 3. Permits and Fees.

1. Federal, State, and County Requirements. The Village shall obtain all federal, state, and county permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.
2. Maintenance. The Village shall obtain any and all permits necessary for the performance of any maintenance work associated with the improvements to be constructed by the Village in connection with the Project as set forth in the Operations and Maintenance Plan (hereinafter the "O&M Plan"), and in accordance with Article 5 of this Agreement.

Article 4. Property Interests.

1. Prior to construction, the Village shall make best efforts to acquire from property owners any temporary or permanent easements, license agreements, or fee simple title necessary for construction of, maintenance of, and access to the Project.
2. Should acquisition of property interests via condemnation be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorneys' fee.
3. The Village shall record all easements, licenses or deeds acquired for the Project.
4. Whereupon the Village acquires permanent easements for maintenance and access from property owners, the rights and obligations for maintenance and access shall be shared by the MWRDGC and the Village, however, in no event shall this provision be construed in contradiction to the provisions in Article 5 below, whereby the maintenance costs and obligations shall be the sole responsibility of the Village.
5. Nothing in this Agreement shall be construed as creating an ownership interest for the MWRDGC in any of the improvements constructed pursuant to this Agreement.

Article 5. Maintenance.

1. The Village shall prepare an O&M Plan for the improvements to be constructed by the Village in connection with the Project, which shall be submitted by the Village along with the construction documents to the MWRDGC for review as required in Article 2.
2. The Village, at its sole cost and expense, shall perpetually inspect and maintain the new storm sewers and berms in northwest Winnetka, and any other appurtenances associated with this Project, in keeping with the O&M Plan.
3. The Village shall conduct annual inspections to ensure maintenance in accordance with the O&M Plan. The Village shall prepare a report detailing its annual inspection, observations and conclusions. including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to the MWRDGC within thirty (30) days of completion
4. The MWRDGC shall have the right (including any necessary right of access) to conduct, at its sole cost and expense, its own annual inspection of the constructed Project upon reasonable notice to the Village.
5. In the event of failure of the Village to maintain the Project in accordance with the O&M Plan, the MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice, the MWRDGC may cause such maintenance to be performed at a cost in conformance with MWRDGC procurement practices and the Village shall pay the MWRDGC the entire cost the MWRDGC incurred to perform the maintenance set forth in the O&M Plan.
6. In the event of failure of the Village to operate the Project to provide the intended Public Benefit, the MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to the MWRDGC.
7. In performing their obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements, licenses or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification.

1. Bid Advertisement. The Village will provide the MWRDGC with 30 days notice prior to Bid Advertisement for the Project.
2. Construction. The Village shall provide the MWRDGC with a construction schedule and provide the MWRDGC a minimum of 72 hours notice before the following project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 7. Termination by the Village. Prior to commencement of Construction of the Project, the Village may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project. The Village shall return all Project-related funds received from the MWRDGC no later than 14 days following its termination of the Agreement.

Article 8. Termination by the MWRDGC. Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Effective Date. This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 10. Duration. Subject to the terms and conditions of Articles 7 and 8 above, this Agreement shall remain in full force and effect for perpetuity.

Article 11. Non-Assignment. Neither party may assign its rights or obligations hereunder without the written consent of the other party.

Article 12. Waiver of Personal Liability. No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 13. Indemnification. The Village shall defend, indemnify, and hold harmless the MWRDGC, its Commissioners, officers, employees, and other agents (“MWRDGC Party”) from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys’ fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) the design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the negligent exercise of any right, privilege, or authority granted to the Village under this Agreement. The obligation of the Village under this Article 13 shall not include indemnification for the negligent acts, errors, or omissions committed by any MWRDGC Party.

Article 14. Representations of the Village. The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Village has allocated \$3,000,000.00 of funds for this project in addition to funds to be provided by the MWRDGC under this Agreement.

Article 15. Representations of the MWRDGC. The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign same on behalf of and to bind the MWRDGC; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 16. Disclaimers. This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the MWRDGC and any party other than the Village.

Article 17. Waivers. Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 18. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 19. Necessary Documents. Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village shall provide the MWRDGC with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the Village's resident engineer and the contractor.

Article 20. Deemed Inclusion. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

Article 21. Entire Agreement. This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 22. Amendments. This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

Article 23. References to Documents. All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

Article 24. Judicial and Administrative Remedies. The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement must be executed in quadruplicate.

The rights and remedies of the MWRDGC or the Village shall be cumulative, and election by the MWRDGC or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

Article 25. Notices. Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., “INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF WINNETKA AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF NEW STORM SEWERS AND BERMS IN NORTHWEST WINNETKA” must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 26, unless otherwise specified and agreed to by the parties.

Article 26. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement.

For the MWRDGC:
Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681

For the Village:
Village President
510 Green Bay Road
Winnetka, Illinois 60093
Phone: (847) 501-6000
FAX: (847) 501-3180

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Winnetka, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

VILLAGE OF WINNETKA

BY: _____
E. Gene Greable, Village President

Date: _____

ATTEST:

Robert Bahan, Village Manager/Village Clerk

Date: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Date

Executive Director

Date

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

Engineer of Stormwater Management

Date

Assistant Director of Engineering

Date

Director of Engineering

Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date

General Counsel

Date