



LAKE COUNTY FOREST PRESERVES  
www.LCFPD.org

Preservation, Restoration, Education and Recreation

**DATE:** August 2, 2018

**MEMO TO:** Carol Calabresa, Chair  
Planning Committee

S. Michael Rummel, Chair  
Finance Committee

**FROM:** James L. Anderson  
Director of Natural Resources

**Agenda Item#** 9.5

**RECOMMENDATION:** Recommend approval of a Resolution approving an Agreement for participation and membership in the North Branch Chicago River Watershed Workgroup (NBCRWW).

**STRATEGIC DIRECTIONS SUPPORTED:** Conservation; Leadership

**FINANCIAL DATA:** The District's participation in the North Branch Chicago River Watershed Workgroup will require dues, currently estimated at \$942.00 annually. Funding for the NBCRWW was approved as part of the adopted FY 18-19 budget within the Land Development Levy (2764400-702300).

**BACKGROUND:** Lakes and streams within the North Branch of the Chicago River watershed have been identified by the Illinois EPA as impaired for phosphorus, chloride, metals, organics/pesticides and other pollutants. Most of these waterbodies also do not meet standards for Illinois EPA's designated uses of aquatic life, primary contact and recreation.

The NBCRWW is a voluntary, dues-paying organization with a mission to bring together a diverse coalition of stakeholders to preserve and enhance water quality in the North Branch Chicago River and its tributaries. Membership in the NBCRWW will include units of local government and others that will collectively work to provide for the collection of data that would assist in identifying issues that impact local and regional water quality within the Watershed. The NBCRWW would consolidate the limited resources of the members and limit duplication of work.

In order to be a member of the NBCRWW, the District must enter into the attached agreement with other members of the NBCRWW. The attached resolution approves the agreement, subject to the rider attached to the agreement.

**REVIEW BY OTHERS:** Executive Director, Chief Operations Officer, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS )  
) SS  
COUNTY OF LAKE )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR AUGUST MEETING  
AUGUST 14, 2018**

**MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** and **FINANCE COMMITTEE** present herewith "A Resolution Approving an Agreement for participation and membership in the North Branch Chicago River Watershed Workgroup," and request its approval.

**PLANNING COMMITTEE:**

Date: 8-6-2018  Roll Call Vote: Ayes: \_\_\_\_ Nays: \_\_\_\_  
 Voice Vote Majority Ayes; Nays: 0

**FINANCE COMMITTEE:**

Date: 8/6/2018  Roll Call Vote: Ayes: \_\_\_\_ Nays: \_\_\_\_  
 Voice Vote Majority Ayes; Nays: 0

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN AGREEMENT FOR PARTICIPATION  
AND MEMBERSHIP IN THE NORTH BRANCH CHICAGO RIVER  
WATERSHED WORKGROUP**

**WHEREAS**, the Lake County Forest Preserve District (the "District") owns properties that are located within the North Branch Chicago River watershed; and

**WHEREAS**, the District has issues of common interest with certain units of local government (including the North Shore Water Reclamation District, various municipalities, the County of Lake, and Lake County Stormwater Management Commission), not-for-profit corporations, and other private parties that own property within, or have jurisdiction within portions of, the North Branch Chicago River watershed (the "Members"); and

**WHEREAS**, the Members have formed a workgroup known as the North Branch Chicago River Watershed Workgroup (the "NBCRWW"), a voluntary, dues-paying association with the mission to bring a diverse coalition of stakeholders together to work toward improving water quality in the North Branch Chicago River watershed and its tributaries in a cost-effective manner to meet Environmental Protection Agency requirements ; and

**WHEREAS**, the NBCRWW will monitor the North Branch Chicago River and its tributaries, and collect dues that will be used to implement and conduct a comprehensive, watershed-wide monitoring program and modeling, which will be the basis for implementing water quality improvements, and to cover technical and administrative support; and

**WHEREAS**, it is in the best interests of the District and consistent with the District's mission to enter into an agreement for membership with the North Branch Chicago River Watershed Workgroup in substantially the form attached hereto (the "Agreement"), all subject to the rider attached to this Resolution (the "Rider");

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Approval of the Agreement and Rider. The Agreement and Rider are hereby approved in substantially the forms attached hereto.

Section 3. Authorization. The President and Secretary of the District are hereby authorized and directed to execute and attest to the Agreement and the Rider.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

AYES:

NAYS:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

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Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

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Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

# 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.; The Green Infrastructure for Clean Water Act, 415 ILCS 56/1 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

## North Branch Chicago River Watershed Workgroup Membership Agreement



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

**Attachment A**  
**BYLAWS OF THE NORTH BRANCH CHICAGO RIVER WATERSHED WORKGROUP (NBWW)**  
**(Updated: March 21, 2018)**

**ARTICLE I – Organization: North Branch Chicago River Watershed Workgroup**

The name of this organization is the North Branch Chicago River Watershed Workgroup, hereinafter referred to as "NBWW" or the "Workgroup." The North Branch Chicago River is included on the Illinois 303(d) Impaired Waters List and needs water quality improvement. The North Branch Chicago River Watershed Workgroup geographic area is generally depicted in the map attached as **Exhibit A**.

**ARTICLE II – Organizational Transparency**

The NBWW will operate in compliance with the provisions of the Illinois Open Meetings Act and the Freedom of Information Act. Public notice will be provided for all Workgroup meetings and all meetings are open to public participation.

**ARTICLE III - Mission, Goals and Objectives**

**Section 1. Mission.** The mission of the Workgroup is to bring together a diverse coalition of stakeholders to preserve and enhance water quality in the North Branch Chicago River and its tributaries. Membership dues will be used to implement the water quality program, which includes data collection, analysis and identification of potential water quality impairments based on the collected water quality data.

The NBWW will also support the North Branch Watershed Planning Committee and the North Branch Watershed Consortium through fostering general membership forums (without the use of membership dues). The intended work may be adjusted by agreement of the Workgroup from time to time.

**Section 2. Goals.** Goals of the Workgroup include:

- a. Facilitate collection and analysis of water quality monitoring data to achieve attainment of water quality standards and designated uses for the watershed.
- b. Education and outreach targeted towards achieving attainment of water quality standards and designated uses for the watershed.
- c. Support the North Branch Watershed Planning Committee and the North Branch Watershed Consortium through fostering general membership forums.

**Section 3. Objectives.** Objectives of the Workgroup include:

- a. Develop and implement a comprehensive monitoring program that will include chemical, physical and biological components to accurately identify the quality of the river ecosystems as well as stressors associated with non-attainment of water quality standards and designated uses.
- b. Update and implement the North Branch of the Chicago River Watershed-Based Plan.
- c. Identify the causes and sources of point and nonpoint source pollution issues.
- d. Develop and implement short and long-term viable management strategies and recommendations that accurately address water quality problems identified by the monitoring program.
- e. Develop and maintain appropriate water quality models of the watershed to assess attainment of these objectives.
- f. Support the North Branch Watershed Planning Committee and the North Branch Watershed Consortium through regular discussion at general meetings.

To achieve the Workgroup goal and objectives, members 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.; the Environmental Protection Act, 415 ILCS 5 et seq.; The Green Infrastructure for Clean Water Act, 415 ILCS 56/1 et seq.; and other applicable law.

**BYLAWS OF THE NORTH BRANCH CHICAGO RIVER WATERSHED WORKGROUP (NBWW)**

**ARTICLE IV – Membership**

Section 1. Membership in the Workgroup shall be classified as an Agency Member, an Associate Member, or an Individual Member.

Section 2. Agency Member – Any public agency holding an NPDES permit for a discharge into the North Branch Chicago River and its tributaries, either from a publicly owned treatment works or from a public municipal separate storm sewer system. An Agency Member shall be entitled to between three and nine votes at Workgroup meetings, based on dues paid according to the following tiers:

<b>MEMBERSHIP TYPE</b>	<b>ANNUAL DUES</b>	<b>NUMBER OF VOTES</b>
<b>Individual Member</b>	\$200	1
<b>Associate Member</b>	\$200	2
<b>Agency Member</b>	\$1,000-2,999	3
	\$3,000-6,999	5
	\$7,000-11,999	7
	+\$12,000	9

Section 3. Associate Member – An agency, organization or company interested in the mission and objectives of the Workgroup that is not eligible for membership as an Agency member. Associate Members shall pay \$200 annually and shall be entitled to two votes at Workgroup meetings.

Section 4. Individual Member - An individual interested in the mission, goals, and objectives of the Workgroup who is not eligible for membership as an Agency Member or Associate Member. Individual Members shall pay \$200 annually and shall be entitled to one vote at Workgroup meetings.

Section 5. Admission to any membership category will be determined by the Executive Board. Upon receipt of a written request for admission, the Executive Board may approve said membership. Membership will become effective upon payment of the appropriate dues and execution of the member signatory block in Article 14 of these Bylaws. NBWW membership will remain in effect as long as the member remains in good standing with the Workgroup.

Section 6. Each Agency and Associate Member shall designate one or more Authorized Delegate(s) to cast its votes at Workgroup meetings. The Authorized Delegate(s) may be any designated employee or representative of the Agency or of an Associate Member.

Section 7. No Workgroup member shall be required to provide funds in excess of the dues that have been approved for a given fiscal year.

Section 8. The Workgroup shall have no power or authority to incur any debt or obligation on behalf of a member beyond the dues actually paid by the member.

**ARTICLE V - Dues**

Section 1. Following the first dues payment (May 1, 2018), annual dues are due on or before May 1 of each year. If a member fails to pay dues by August 1 or reach an agreement regarding the terms of dues with the Executive Board, the member’s voting rights will be suspended.

Section 2. The annual dues for all members shall be set each year by recommendation of the Executive Board to the membership and approval by the membership at the Annual Meeting. Annual dues may consist of fees associated with implementation of the comprehensive water quality monitoring program or approved in-kind services such as stream monitoring or other services by members to the Workgroup or a combination of fees and services, as determined by the Executive Board.

Section 3. The NBWW may accept and receive any contributions, donations or gifts from private individuals or entities to carry out the goals and objectives of the Workgroup.



## **BYLAWS OF THE NORTH BRANCH CHICAGO RIVER WATERSHED WORKGROUP (NBWW)**

Section 4. Any member may withdraw from membership in the Workgroup by advising the President of its intent to do so by written notice 45 days prior to termination of membership. Any terminating member shall be responsible for its proportionate share of the costs of the intended comprehensive monitoring program that has been approved by the Executive Board prior to the date the termination notice is received.

Section 5. No member shall have financial liability beyond the current year for which dues have been paid.

### **ARTICLE VI – Administration**

Section 1. The NBWW shall use an 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 the By-laws, or as directed by the Executive Board.

Section 2. The administrative agent shall receive and deposit all Workgroup monies, pay all bills approved by the Executive Board, and be responsible for all banking and reporting requirements to state and federal agencies and shall maintain the records of the Workgroup, keep and distribute minutes and records of attendance of all meetings, and distribute all Workgroup notices and make a report to the membership of all such activities at a subsequent Annual Meeting.

Section 3. The fiscal year of the Workgroup shall be aligned with the administrative agent's fiscal year. The current fiscal year budget will be approved by the Executive Board and distributed to the Members at the Annual Meeting.

Section 4. The dues shall be held in a dedicated financial fund (the "NBWW Fund"). The NBWW Fund (identified as an "agency fund") shall be established and maintained by the administrative agent 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.

Section 5. The NBWW shall provide to the members: (i) a quarterly report of revenues and expenditures from all NBWW financial accounts for all activities related to the intended work; (ii) a year-end statement of revenues and expenditures; and (iii) an annual audit.

Section 6. The NBWW shall have no authority to use funds of the NBWW to pay any per diem, food, lodging, entertainment, travel or educational expenses of the employees or officers of the members of the NBWW including the members of the NBWW Executive Board. Each member shall be solely responsible for all employee benefits, wage and disability payments, pension and workers' compensation claims of the personnel who participate in the NBWW.

Section 7. The NBWW, through its Executive Board, may engage professional and other services to perform various aspects of the intended work. With consultation and advice from the NBWW Committees, the NBWW may engage water quality monitoring, planning, engineering, management, and financial service professionals or others.

Section 8. The Executive Board, through its administrative agent, shall have the authority to enter into contracts and make payments for products and services reflected in the annual budget and to enter into agreements for grant funding for Workgroup purposes.

Section 9. All Workgroup procurement, purchasing and contracts shall follow, ILCS statutory requirements as applicable.

Section 10. Together the President and the Treasurer shall have the authority to authorize payments up to \$5,000 for goods and services that have been approved by the Executive Board.

### **ARTICLE VII - Officers and Executive Board**

Section 1. Officers. Workgroup officers shall include a President and Vice President. All officers must be the Authorized Delegate of an Agency Member.

Section 2. Executive Board. The Workgroup shall be governed by an Executive Board comprised of the 2 officers, 4 members at large, and the chairperson of the standing committee – Monitoring and Water Quality Impairment Abatement Committee. Each member of the Executive Board shall be entitled to discuss and vote on matters coming before the Board. The immediate past president of the Workgroup shall be an ex-officio, nonvoting member of the Executive Board. A meeting of the Executive Board may be called upon a minimum four days written notice by either the

## **BYLAWS OF THE NORTH BRANCH CHICAGO RIVER WATERSHED WORKGROUP (NBWW)**

President or three members of the Executive Board. A simple majority of the Executive Board present at any meeting thereof shall constitute a quorum. A simple majority vote of a quorum shall control the policies and actions of the Executive Board.

Section 3. The President shall have general supervision of the affairs of the Workgroup and the Executive Board, shall preside at their respective meetings, and have the responsibility of overseeing the administrative agent.

Section 4. The President shall serve as the principal spokesperson for the Workgroup and shall represent NBWW in discussions of mutual concern with governmental agencies or associations.

Section 5. The succession of officers is President and Vice President, whom shall act in the absence of the ranking officer.

### **ARTICLE VIII - Elections and Terms of Office**

Section 1. The Executive Board shall nominate individuals for the offices of President, Vice President and member at large positions. The Executive Board shall attempt to nominate individuals who represent a cross section of Workgroup members. Prior to the Annual meeting of each even numbered year, the President shall send to the membership a complete list of Executive Board nominees.

Section 2. Petition(s) presenting additional nominees for the Executive Board may be submitted to the Executive Board by Workgroup members no later than 10 calendar days before the Annual Meeting. A petition must contain the signatures of Workgroup members representing a minimum of three Agency Members and each nominee's signature.

Section 3. Election of the Executive Board shall occur during the Annual Meeting every even numbered year, by a simple majority of votes cast per the voting structure in Article IV. Only the names of the individuals who have been nominated according to the procedures described herein will be considered, and no nominations shall be permitted from the floor.

Section 4. The President, Vice President, and members at large, shall be elected to two-year terms, beginning at the close of each Annual Meeting.

Section 5. No one shall be eligible to serve as President until he or she has been a member of the Executive Board for one year.

Section 6. Board members may resign by submitting a letter to the President. If a Board Member's employment or group representation changes, their representation on the Board shall be reviewed by the Executive Committee. Vacancies shall be filled by appointment of the Executive Board until a successor is duly elected at the next Annual Meeting.

### **ARTICLE IX – General Membership Meetings**

Section 1. General Membership Meetings shall be held as needed but at least quarterly. Notice of General Membership Meetings and proposed meeting agendas will be provided to all Workgroup members in accordance with the Open Meetings Act. The workgroup will support the North Branch Watershed Planning Committee and the North Branch Watershed Consortium through regular discussion at General Membership Meetings. General Membership Meetings are open to the public and membership is not required to participate.

Section 2. An Annual General Membership Meeting shall be held each year at a date, time and location to be determined by the Executive Board.

Section 3. Special Call Meetings of Workgroup members may be called by the President or the Executive Board or upon the written request of members representing 25% of the Workgroup (by number of votes) addressed to the President or Executive Board.

Section 4. All General Membership Meetings of the Workgroup shall be held within the North Branch of the Chicago River watershed planning area (**Exhibit A**).

Section 5. Each Authorized Delegate and Individual member of the Workgroup shall be entitled to vote at General Membership Meetings.

Section 6. In the event an Authorized Delegate or Individual Member is unable to attend any General Membership Meeting, said member may designate, in writing, a proxy to cast the Member's vote(s) at a General Membership Meeting.

## **BYLAWS OF THE NORTH BRANCH CHICAGO RIVER WATERSHED WORKGROUP (NBWW)**

Section 7. At any General Membership Meeting, the presence of members representing 25% of Workgroup, either in person or by proxy, shall constitute a quorum. A simple majority vote of a quorum of the general membership shall control the policies and actions of the Workgroup.

Section 8. General Membership Meetings shall maintain an informal atmosphere to ensure maximum participation of all members. However, to insure orderly procedure, Robert's Rules of Order may be invoked at any NBWW meetings.

### **ARTICLE X – Standing Committee**

Section 1. The Workgroup shall have one standing committee – a Monitoring and Water Quality Impairment Abatement Committee. The Executive Board may appoint such other committees as are necessary.

Section 2. The Monitoring & Water Quality Impairment Abatement Committee shall oversee the monitoring program and WQ improvement initiatives/projects for the Workgroup and make appropriate recommendations for program revisions to the Executive Board. The Committee shall also assist in identifying pollution prevention best management practices for abatement of impairments, work with members to implement these practices and make appropriate recommendations for program revisions to the Executive Board.

Section 4. The President shall appoint the chairperson for all NBWW committees. The President shall attempt to appoint individuals as committee chairpersons who represent a cross section of Workgroup members. Each committee chairperson shall submit to the President a list of committee members. NBWW committee members may include any Workgroup member.

Section 5: The term of office of the chairperson of any NBWW committee shall be two years.

### **ARTICLE XI - Amendments**

Any revision to the Bylaws shall be submitted to the Executive Board for their review. After the review by the Executive Board, it shall be submitted to the membership for a 30-day review and comment period. Any revision is effective after the comment and review period and with approval of a super majority (2/3) of the Executive Board at a following meeting.

### **Article XII - Dissolution**

Section 1. A motion to dissolve the Workgroup may be made by any Authorized Delegate at a regularly scheduled meeting at which a quorum is present. Upon receiving a proper second to the motion, the President shall defer action on the motion until the next regularly scheduled meeting of the Workgroup. All members shall be notified by mail of the pending motion to dissolve. At the next regularly scheduled meeting, the President shall, after discussion, call for a roll call vote on the motion to dissolve, which shall require the affirmative vote of 2/3 of all Workgroup member votes.

Section 2. Upon dissolution of the NBWW, the members shall be reimbursed from the funds remaining after payment of all costs committed to completion of the intended work in the same proportion as their respective membership contributions. The NBWW shall deliver such remaining funds to the remaining members within 90 days of dissolution of the NBWW, unless otherwise agreed to by the remaining members.

### **Article XIII – Liability**

The Workgroup members agree that the NBWW shall not be liable to other Workgroup members, or to any individual member, for any claim or damage of any kind whatsoever relating to the intended work. Each member agrees to assume liability for its respective personnel assigned to the NBWW, as well as for vehicles and equipment provided by the member. The Workgroup member shall be solely liable for any employee or officer that participates in the activities of the NBWW. If an injury is caused, in whole or in part, by a member's personnel, the member shall bear the liability or obligation to indemnify and hold harmless all other members of the NBWW. "Personnel" shall include any officer or elected official of a Workgroup member.

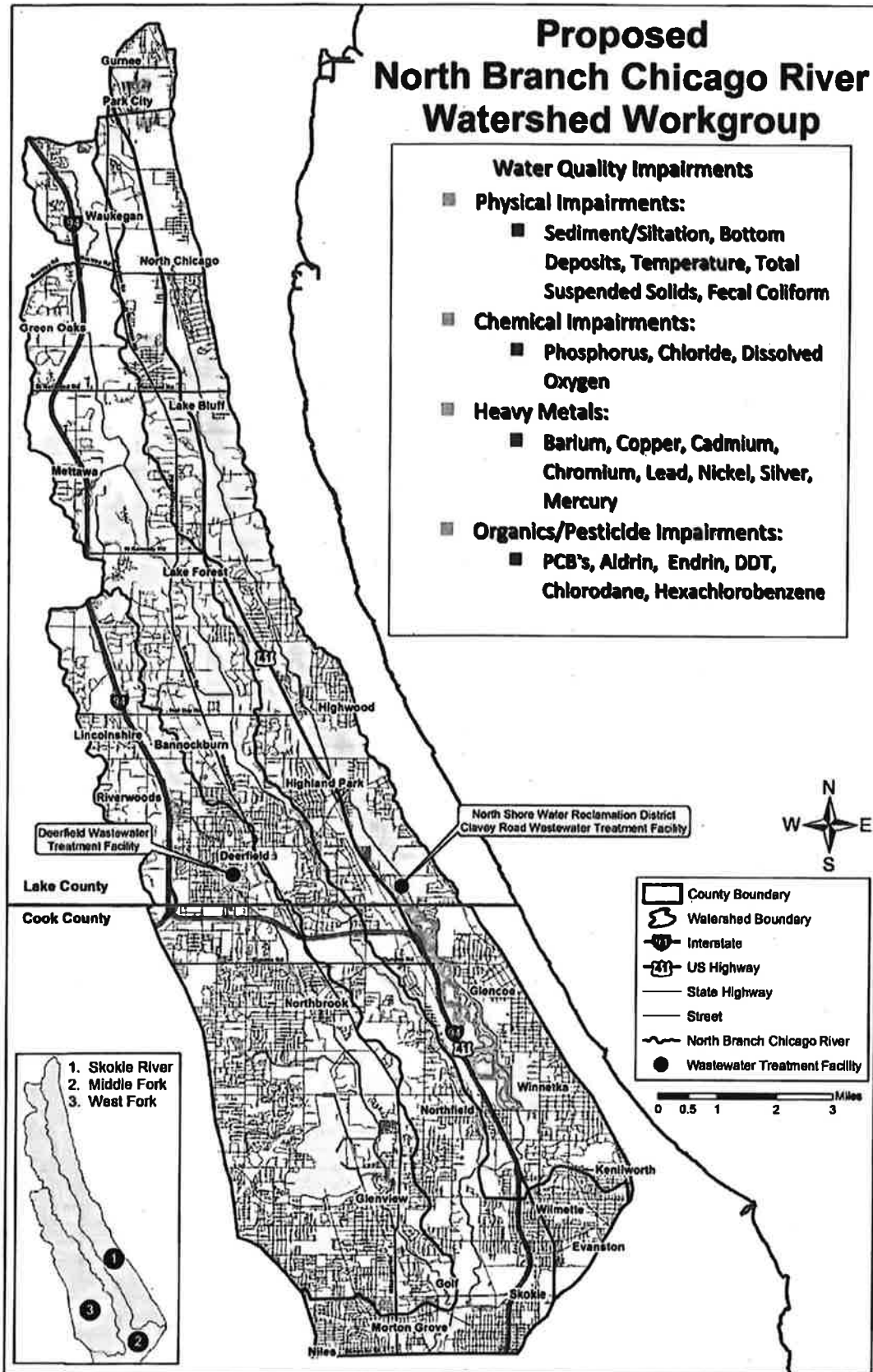
**BYLAWS OF THE NORTH BRANCH CHICAGO RIVER WATERSHED WORKGROUP (NBWW)**

**Article XIII – Signatory Block**

**IN WITNESS WHEREOF**, pursuant to proper authority duly granted, the Party signing below agrees to join the North Branch Chicago River Watershed Workgroup and be bound by the terms of the Bylaws.

<p>_____</p> <p><b>Member Organization (or Self)</b></p> <p>_____</p> <p><b>Authorized Signature</b></p> <p>_____</p> <p><b>Print Name</b></p> <p>_____</p> <p><b>Date</b></p>	<p><b>ATTEST:</b></p> <p>_____</p> <p><b>Signature</b></p> <p>_____</p> <p><b>Print Name</b></p> <p>_____</p> <p><b>Date</b></p>
<p><b>Contact Information:</b></p> <p><b>Address:</b> _____</p> <p>_____</p> <p><b>Telephone:</b> _____</p> <p><b>Facsimile:</b> _____</p> <p><b>Email:</b> _____</p>	

EXHIBIT A



# North Branch Chicago River Watershed Workgroup Membership Agreement



## 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%	Acraage 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	\$6,081
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 DOTH	426.25	0.66%		\$200	\$800	\$0	\$415	\$1,415
Dearfield 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
Gewart 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
Hay & 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 Cleary Road WRF	0.00	0.00%	17.8	\$200	\$800	\$34,817	\$0	\$35,817
Peter Baker & Sons	53.91	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	782.20	1.19%		\$200	\$800	\$0	\$742	\$1,742
Village of Mattawa	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
<b>TOTALS:</b>	<b>64,205.28</b>	<b>100.00%</b>	<b>21.30</b>	<b>\$12,200</b>	<b>\$41,600</b>	<b>\$41,663</b>	<b>\$45,289</b>	<b>\$156,964</b>

## **RIDER TO NORTH BRANCH CHICAGO RIVER WATERSHED WORK GROUP AGREEMENT**

This is a rider ("*Rider*") to the North Branch Chicago River Watershed Work Group (NBCRWW) Agreement ("*Agreement*") between the Lake County Forest Preserve District ("*District*"), a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 *et seq.*, and the other Parties to the Agreement ("*Parties*"). In the event of a conflict between the terms of the Agreement and the terms of this Rider, the terms of this Rider control.

Section 1. Definitions. Unless otherwise defined in this Rider; all initial-capitalized terms used in this Rider have the same definitions as in the Agreement.

Section 2. Effect of Agreement. The approval of the Agreement by the Board of Commissioners of the District is subject to, and contingent upon, the validity of each and every one of the conditions set forth in Section 3 of this Rider (the "*Conditions*"). In the event that any of the Conditions is or is found to be incorrect or invalid by any governmental or judicial authority with jurisdiction over the Agreement, then the District President, if he or she determines that it is in the District's best interest to do so, may either terminate or continue the District's participation in the Agreement and the NBCRWW.

### Section 3. Conditions.

A. The District: (i) acknowledges that each Party that is (a) a public body under the Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("*FOIA*"), must make available public records that relate to the NBCRWW in accordance with FOIA, and (b) a public body under the Local Records Act, 50 ILCS 205/1 *et seq.*, must preserve, make available, and dispose of public records that relate to the NBCRWW in accordance with the Local Records Act; and (ii) encourages the Working Group Members to invite members of the public and media to the meetings of the NBCRWW, when appropriate. However, notwithstanding any other provision of the Agreement or the NBCRWW bylaws, the NBCRWW is not a "public body" under FOIA, the Local Records Act, or the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* Rather, NBCRWW is an informal group formed by the Parties for the purpose of accomplishing their goals and objectives, as stated in the Agreement, including Section 2, and for the sharing of costs (via the collection of dues) for such work, all pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

B. When acting pursuant to the Agreement, an individual member of the Executive Board or an employee, officer, or representative of a Party will be acting in his or her official capacity on behalf of the Party of which he or she is an employee, officer, or representative, and will not be acting as an agent for any other Party. When acting, the Administrative Agent will be acting on its own behalf, and not as an agent for any Party.

[SIGNATURE PAGE FOLLOWS]

The undersigned executes this Rider as of the date below.

**LAKE COUNTY FOREST PRESERVE DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Ann B. Maine

Title: President

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Julie Gragnani

Title: Board Secretary