



February 12, 2015

To: DRWW General Membership

From: Peter Kolb, DRWW President; Director - Lake County Public Works

Re: Draft Agreement for the Des Plaines River Watershed Workgroup

Attached for your review and comment is the draft Agreement that will support the organizational structure of the Des Plaines River Watershed Workgroup (DRWW). The Agreement establishes the DRWW Fund within the Lake County financial system, and allows Lake County Stormwater Management Commission to serve as the DRWW's fiscal agent. The DRWW may choose to use a different fiscal agent or another organizational structure in the future.

Changes to the Agreement will require State's Attorney's review and approval, so please take that into account when suggesting revisions (limited, but as necessary). The document is attached and will be presented for discussion and open a thirty-day member comment period, at the Annual Meeting, Thursday, February 12, 2015. It is anticipated that each member organization will sign the Agreement as a provision for membership.

If you have any questions regarding the Agreement, please contact me at 847-377-7500, or pkolb@lakecountyil.gov, Mike Warner at (847) 377-7700 or mwarner@lakecountyil.gov or Andrea Cline at (847) 377-7710 or acline@lakecountyil.gov.

DES PLAINES RIVER WATERSHED WORKGROUP AGREEMENT

This “**Agreement**” is made by and among the North Shore Water Reclamation District, various Illinois Municipal Corporations, the County of Lake, Illinois, other Units of Local Government, Not-for-Profit Corporations, and Private Parties (collectively, the “**Parties**”) as Executed per Section 6 of this Agreement along with receipt of a valid original signature page, attached as Exhibit A.

Recitals

- a) The Parties have individually and collectively determined that the Des Plaines River - Watershed Service Area “**WSA**”, generally described in the map attached as Exhibit B and made a part of this Agreement by this reference, is in need of water quality improvements and have determined that they need to join together as members of the Des Plaines River Watershed Workgroup “**DRWW**” through this Agreement to provide a comprehensive and unified effort to identify and address local and regional water quality, and stormwater related concerns and issues.
- b) After full consideration of all planning, fiscal, and other issues affecting this matter, each of the Parties has determined that it is in the best interests of its citizens, representative groups, and of the general public welfare that this Agreement be executed and implemented.
- c) To achieve these and other related objectives, the Parties desire to continue to utilize 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 authorities, including, but not limited to, 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.
- d) The Parties have been engaged in discussions with the Illinois Environmental Protection Agency “**IEPA**” regarding the stipulations under which the DRWW would organize and effectuate water quality improvements within the WSA and regarding supporting conditions written into the IEPA permits for the Parties that are members of the DRWW.
- e) As part of the discussions between the Parties and IEPA, it is anticipated that it will be necessary to include; water quality monitoring, planning, coordination, and assistance on implementation of recommended plans, within the WSA.
- f) Water Quality recommended plans may include but are not limited to; green infrastructure practices and other operational or programmatic measures taken to reduce and eliminate IEPA identified impairments to the water bodies within the WSA.

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

1. **Bylaws; Membership; Officers and Executive Board.**
 - A. Membership in the DRWW shall be governed by the DRWW bylaws, which are attached to and made a part of this Agreement as Exhibit D.
 - B. Officers of the DRWW shall be governed by the DRWW bylaws, and chosen through the process set forth in the bylaws.
 - C. The Executive Board shall be constituted as set forth in the DRWW bylaws.

2. **Funding.**

- A. In order to provide a source of funds, the Parties agree to commence the work necessary to establish and join the DRWW, consisting of the territories of the Municipal and Unincorporated Corporate Boundaries and the Publicly Owned Treatment Works service areas, attached as Exhibit B.
- B. In order to make substantive progress on the water quality improvements, the Parties must proceed expeditiously and accordingly deem it advisable to authorize their officers, employees and representatives to cooperate with each other.
- C. The DRWW shall obtain, by and through its Executive Board, the water quality monitoring, planning, engineering, management, and financial services (herein referred to collectively as "**WSA-Related Services**") as are necessary to make substantive progress on the water quality improvements. These WSA-Related Services may be adjusted by mutual agreement of the Parties from time to time.
- D. Where not otherwise provided by in-kind contributions of a Party or the Parties hereto (i.e. services that a Party provides by using its own staff and equipment without reimbursement from the DRWW), the DRWW may engage the professional or related services deemed necessary to provide the Executive Board-approved WSA-Related Services; and, the DRWW and each of the Parties agree to contribute a proportionate share of the costs associated with those WSA-Related Services, in accordance with the cost distribution shown on Exhibit C attached to and made a part of this Agreement by this reference and as described further in Paragraph 3.C. below.

3. **WSA-Related Services Cost Sharing.**

- A. WSA-Related Services. The Parties acknowledge and agree that: (i) the DRWW, by and through its Executive Board, may formally engage professional and related services to perform various aspects of the WSA-Related Services and, with consultation and advice from the DRWW Committees, the DRWW may formally engage water quality monitoring, planning, engineering, management, and financial service professionals or others to perform the WSA-Related Services; (ii) the results of the WSA-Related Services will be of common and mutual interest among the Parties, and such WSA-Related Services, to the greatest measure reasonably achievable, shall be undertaken to advance the common interest of the Parties and not in a manner adverse to any of the Parties; and (iii) the DRWW shall share with, and seek input from, the Parties, per the DRWW Bylaws, in connection with the WSA-Related Services.
- B. Payment. Subject to the terms of this Agreement, the DRWW will pay all costs relating to the WSA-Related Services.
- C. Sharing of Cost Responsibilities; Dues, Revenues and Expenses. The Parties agree that they shall share the costs associated with the WSA-Related Services based upon the dues collected per the DRWW bylaws. To that end, each Party shall deliver the dues shown on Exhibit C as its share of the costs of WSA-Related Services to the DRWW annually (on or about June 1 for existing members per terms of the DRWW annual invoice sent prior to that date; or for new members the current dues amount adopted per DRWW bylaws per this Paragraph and Paragraph 5. below), to be held in a dedicated financial fund (as described in Paragraph 3.D. below) for dues, revenues and expenses of WSA-Related Services. The amount of dues of or from each respective Party shall be as originally determined and

shown on Exhibit C, which shall be annually reviewed and may be adjusted in accordance with the DRWW bylaws.

- D. DRWW 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 DRWW. This fund shall include the necessary expense and revenue accounts matching the type of goods and services paid for and revenue sources received.
 - E. Accounting. The DRWW shall provide to the Parties (i) a quarterly report of revenues and expenditures from all DRWW financial accounts for all WSA-Related Services, and (ii) Year-end statement of revenues and expenditures, and (iii) an annual audit. WSA-Related Services shall be financially executed per DRWW bylaws.
 - F. No Liability of the DRWW. The Parties hereto agree that the DRWW shall not be liable to the other Parties, or to any individual Party, for any claim or damage of any kind whatsoever relating to the WSA-Related Services.
 - G. Coordination of the WSA-Related Services. The Parties agree that in order to effectively coordinate the various elements of the WSA-Related Services, certain elements should be allocated to various Committees consisting of officials or personnel, as the case may be, of various Parties, including the following Committees. Committee representation shall be by appointment in accordance with the DRWW bylaws and interests of the Parties to this Agreement.
 - i. Monitoring Committee: The Monitoring Committee shall oversee the monitoring program of the Workgroup and make appropriate recommendations for program revisions to the Executive Board.
 - ii. Lakes Committee: The Lakes Committee shall work collaboratively with the Lake County Health Department – Ecological Services to monitor and improve lake water quality and make appropriate recommendations for water quality program enhancements to the Executive Board.
 - iii. Impairments Committee: The Impairments Committee shall oversee the impairments program of the Workgroup and make appropriate recommendations for water quality program enhancements to the Executive Board.
 - H. Administrative Agent. The DRWW shall utilize the Lake County Stormwater Management Commission as its administrative agent for entering into contracts, making payments, receipt of dues or other revenues or grants, and for providing financial accounting and reports as may be required by this Agreement or as directed by the Executive Board.
 - I. Receipt of Other Funds. The DRWW is authorized to accept or receive any contributions, donations, and gifts from private individuals or entities, to carry out the purposes of this Agreement.
4. **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.
5. **Entire Understanding; Amendment**. This agreement contains the entire understanding of the Parties and the DRWW regarding cost-sharing obligations with respect to the WSA-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 may be amended only by a super majority of the DRWW 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 (which will ordinarily occur on the date the Executive Board approves the amendment).

6. **DRWW Formation Date, Execution by Parties, Agreement Effective Date and Renewal.** The DRWW was officially formed as of the initial adoption of the DRWW bylaws, August 26, 2014, and commencing on that date this agreement shall be considered effective. This agreement shall be executed by authorized representatives of the Parties, and each Party's membership shall become effective through execution of this Agreement and payment of dues per DRWW bylaws. This Agreement may be executed in counterparts. This Agreement shall be in full force and effect as of August 26, 2014, and shall automatically renew every five (5) years and may continue for an indefinite time until dissolution of the DRWW occurs, in accordance with Paragraph 7 hereof and the DRWW bylaws. This Agreement may be amended by acceptance and approval by a super-majority of the DRWW Executive Board.
7. **Termination by Individual Parties.** A Party to this Agreement may give notice of termination and officially end its membership through forty-five (45) days' prior written notice to the DRWW Executive Board. Any terminating Party shall be responsible for its proportionate share of the costs of Executive Board-approved WSA-related Services, approved prior to the date of its giving notice of termination.
8. **Dissolution and Return of Remaining Funds.** Upon dissolution of the DRWW pursuant to the DRWW bylaws, and only to the extent that any funds remain after payment of all costs related to completed WSA-Related Services, the remaining Parties shall be reimbursed from the remaining funds in the same proportion as their respective Contributions. The DRWW shall deliver such remaining funds to the Parties within 90 days after the dissolution of the DRWW, unless otherwise agreed by the Parties.

[SIGNATURES ON THE FOLLOWING PAGE - EXHIBIT A]

Des Plaines River Watershed Workgroup

EXHIBIT A – SIGNATURE OF MEMBER PARTIES

IN WITNESS WHEREOF, pursuant to proper authority duly granted, the Parties have set their hands and seals hereto as of the date below.

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

EXHIBIT B

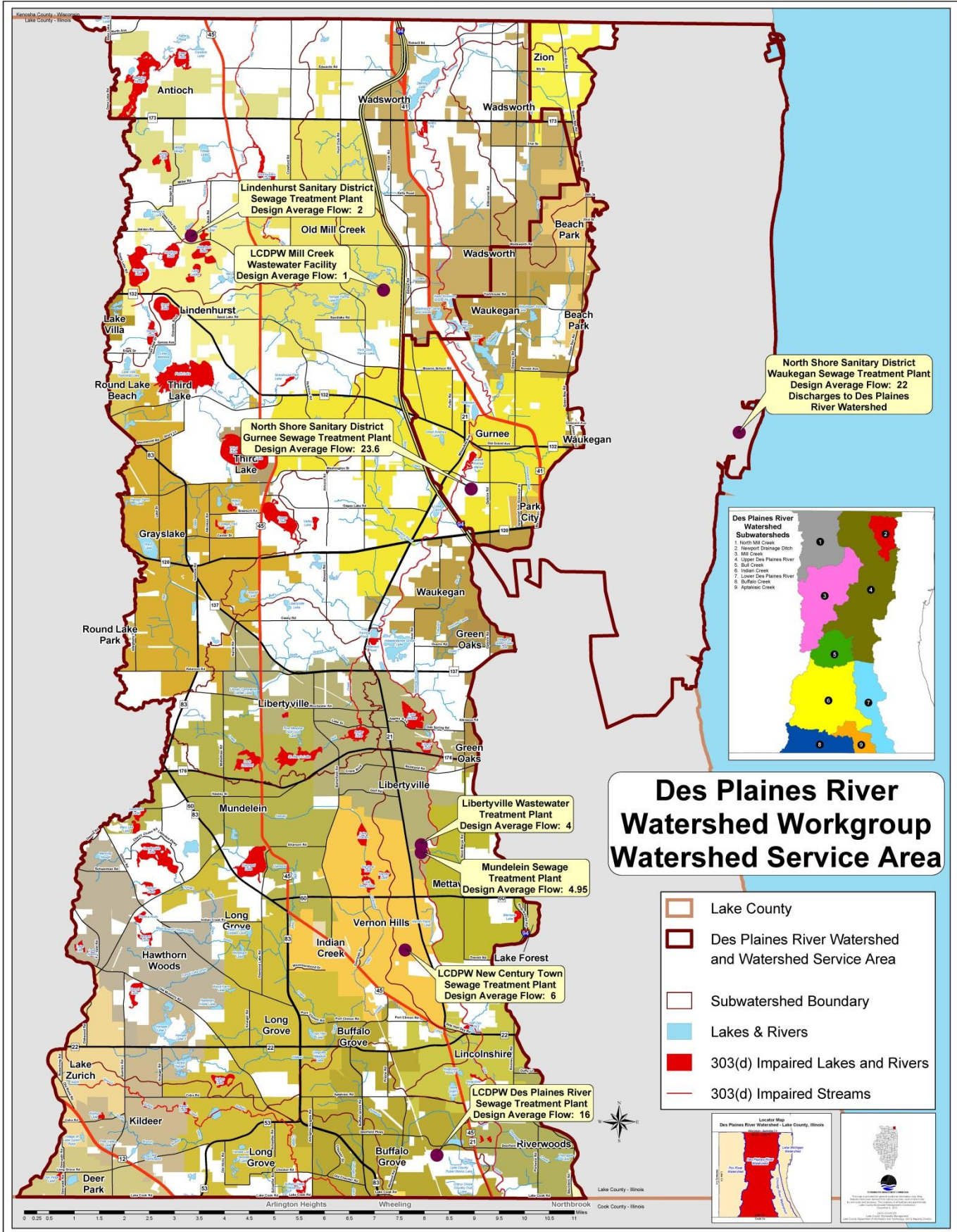


EXHIBIT C

**Des Plaines River Watershed Workgroup
Executive Board Approved Dues
August 26, 2014**

Name	Area within the Des Plaines River Watershed (acres)	Design Average Flow (MGD)	Entity Dues
Antioch	1742		\$ 1,559
Beach Park	1221		\$ 1,152
Buffalo Grove	4515		\$ 3,722
Deer Park	1188		\$ 1,127
Deerfield	40		\$ 231
Grayslake	6520		\$ 5,286
Green Oaks	746		\$ 782
Gurnee	8379		\$ 6,736
Hainesville	1		\$ 201
Hawthorn Woods	3469		\$ 2,906
Indian Creek	171		\$ 333
Kildeer	2689		\$ 2,297
Lake County	29560	24.1	\$ 83,621
Lake County Forest Preserve District	16334		\$ 12,941
Lake Forest	107		\$ 283
Lake Villa	191		\$ 349
Lake Zurich	1812		\$ 1,613
Libertyville	5601	4	\$ 14,488
Lincolnshire	2111		\$ 1,847
Lindenhurst	2865	2	\$ 7,595
Long Grove	7759		\$ 6,252
Mettawa	1599		\$ 1,447
Mundelein	5848	4.95	\$ 17,037
North Shore Sanitary District	0	45.6	\$ 83,126
Northbrook	2		\$ 202
Old Mill Creek	6298		\$ 5,112
Park City	253		\$ 397
Riverwoods	1395		\$ 1,288
Round Lake Beach	400		\$ 512
Round Lake Park	36		\$ 228
Third Lake	516		\$ 602
Vernon Hills	5025		\$ 4,120
Wadsworth	5182		\$ 4,242
Waukegan	3215		\$ 2,708
Zion	1273		\$ 1,193
Associate Members			\$200
Individual Members			\$100

Updated annually according to the DRWW bylaws.

EXHIBIT D
BYLAWS OF THE DES PLAINES RIVER WATERSHED WORKGROUP (02/12/15)

ARTICLE I - Name

The name of this organization is the Des Plaines River Watershed Workgroup of Lake County, hereinafter referred to as "DRWW" or the "Workgroup."

ARTICLE II - Mission, Goal and Objectives

Section 1. Mission. The mission of the Workgroup is to bring together a diverse coalition of stakeholders to work together to preserve and enhance water quality in the Des Plaines River and its tributaries within Lake County, Illinois.

Section 2. Goal. The goal of the Workgroup is to improve water quality in the Des Plaines River and its tributaries through monitoring, project and best practices implementation, and education and outreach that will achieve attainment of water quality standards and designated uses for the watershed.

Section 3. Objectives. The objectives of the Workgroup are:

- a. Develop and implement a watershed-based plan.
- b. 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.
- c. Identify point and nonpoint source pollution issues and develop and implement short-term and long-term strategies to address these issues.
- d. Develop and implement long-term viable management strategies that accurately address water quality problems identified by the monitoring program.
- e. Develop and maintain appropriate water quality models of the watersheds to assess attainment of these objectives.

ARTICLE III - 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 Des Plaines River and its tributaries, either from a publicly owned treatment works or from a public separate storm sewer system, and the Lake County Forest Preserve District. An Agency Member shall be entitled to between four and eighteen votes at Workgroup meetings, based on dues paid according to the following tiers:

Dues Range	Number of Votes
\$0-9,999	4 votes
\$10,000-19,999	6 votes
\$20,000-29,999	8 votes
\$30,000-39,999	10 votes
\$40,000-49,999	12 votes
\$50,000-59,999	14 votes
\$60,000-69,999	16 votes
\$70,000+	18 votes

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. An Associate Member 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. An Individual Member is 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 which will become effective upon payment of the appropriate dues and 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 officer of the Agency or **representative of an** Associate Member.

ARTICLE IV - Dues and Fiscal Year

Section 1. Annual dues are due on or before June 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 or approved in-kind services such as the provision of 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. Any member may withdraw from membership in the Workgroup by advising the President of its intent to do so.

Section 4. The fiscal year of the Workgroup shall commence on May 1 and conclude on the last day of April of the following calendar year.

ARTICLE V - Officers and Executive Board

Section 1. Officers. Workgroup officers shall include a President, Vice President, Treasurer, and Secretary. 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 four officers and the chairpersons of the three standing committees – Monitoring Committee, Impairments Committee, and Lakes 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 ten days written notice by either the President or three members of the Executive Board. Four members 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 hiring and supervising staff, and overseeing contracts.

Section 4. The Vice President shall act in the absence of the President.

Section 5. The Treasurer, or his designee, 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.

Section 6. The Secretary, or his designee, 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 the Annual Meeting.

Section 7. The President shall serve as the principal spokesperson for the Workgroup and shall represent DRWW in discussions of mutual concern with governmental agencies or associations.

Section 8. The Executive Board 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. Together the President and the Treasurer shall have the authority to make payments up to \$5,000 for goods and services that are within the approved annual budget.

Section 10. Workgroup actions shall be decided by consensus at Workgroup meetings whenever feasible. The Executive Board may authorize expenditures less than \$10,000 which are an emergency and cannot be delayed for review at a Workgroup meeting.

ARTICLE VI - Elections and Terms of Office

Section 1. The Executive Board shall nominate individuals for the offices of President, Vice President, Treasurer, and Secretary positions. The Executive Board shall attempt to nominate individuals as officers who represent a cross section of Workgroup members. Prior to January 1 of each year, the President shall send to the membership a complete list of officer nominees and a copy of the proposed budget and proposed dues for the next fiscal year.

Section 2. Petition(s) presenting additional nominees for Workgroup officers may be submitted to the Executive Board by Workgroup members no later than December 1 of each year. 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 Workgroup officers shall occur during the Annual Meeting each year. 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, Treasurer, and Secretary 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, except the first year of the Workgroup.

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.

Section 7. The first election of the Executive Board shall take place at the next meeting after the bylaws have been adopted. Nominations for positions on the Executive Board shall be submitted to the Leadership Committee as described in Section 2.

ARTICLE VII - Workgroup Meetings

Section 1. Workgroup meetings shall be held as needed but at least quarterly. Notice of Workgroup meetings and proposed meeting agendas will be provided to all Workgroup members at least seven days prior to the meeting.

Section 2. An Annual Meeting of DRWW shall be held each February at a time and location to be determined by the Executive Board.

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

Section 4. All meetings of the Workgroup shall be held within the watershed.

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

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

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

Section 8. The Workgroup 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 DRWW meetings.

ARTICLE VIII - Committees

Section 1. The Workgroup shall have three standing committees – Monitoring Committee, Impairments Committee, Lakes Committee. The Executive Board may appoint such other committees as are necessary.

Section 2. The Monitoring Committee shall oversee the monitoring program of the Workgroup and make appropriate recommendations for program revisions to the Executive Board.

Section 3. The Impairments Committee shall oversee the impairments program of the Workgroup and make appropriate recommendations for program revisions to the Executive Board.

Section 4. The Lakes Committee shall work collaboratively with the Lake County Health Department – Ecological Services to monitor and improve lake water quality.

Section 5. The President shall appoint the chairperson for all DRWW 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. DRWW committee members may include any Workgroup member.

Section 6. The term of office of the chairperson of any DRWW committee shall be one year.

ARTICLE IX - 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 30 days prior to the Annual Meeting for a 30 day review ***and comment*** period. ~~A 2/3 majority of the votes cast at the Annual Meeting is required for adoption.~~ Any revision so approved is effective immediately ***after the comment and review period and with approval of a super-majority at a following Executive Board meeting.***

Article X - DISSOLUTION

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.

~~Upon dissolution of the corporation, the Executive Board shall, after paying or making provision for the payment of all of the liabilities of the Workgroup, liquidate the assets of the Workgroup and distribute all proceeds to organization(s) that are qualified as tax-exempt organizations under the Internal Revenue Code and that have objectives and missions similar to the Workgroup.~~