

12/31/2014

**149-O-14**

**AN ORDINANCE**

**Authorizing the City Manager to Approve and Execute Amendment No. 2 to the Amended and Restated Water Supply Contract Between the Northwest Water Commission and the City of Evanston**

WHEREAS, the City of Evanston ("City") entered into a Water Supply Contract with the Northwest Water Commission ("Commission") in 1981 for the purpose of providing a supply of potable water to the Commission; and

WHEREAS, the City and the Commission entered into an Amended and Restated Water Supply Contract ("Restated Contract") to clarify and supplement the original contract; and

WHEREAS, in 2008, the City and the Commission approved Amendment No. 1 to the Restated Contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:**

**SECTION 1:** The foregoing recitals are hereby found as fact and incorporated herein by reference.

**SECTION 2:** The City Manager is hereby authorized and directed to execute Amendment No. 2 to Amended and Restated Water Supply Contract Between the Northwest Water Commission and the City of Evanston ("Amendment") by and between the City and the Commission, attached hereto as Exhibit "A" and incorporated herein by reference is the Amendment.

**SECTION 3:** The City Manager is hereby authorized and directed to negotiate any additional conditions of the Amendment as he may determine to be in the best interests of the City.

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 7:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: January 26, 2015

Adopted: February 9, 2015

Approved:

February 11, 2015

Elizabeth B. Tisdahl  
Elizabeth B. Tisdahl, Mayor

Attest:

Rodney Greene  
Rodney Greene, City Clerk

Approved as to form:

Michelle Masonup-Mooney Corporation Counsel.  
W. Grant Farrar, Corporation Counsel

**EXHIBIT A**

**AMENDMENT NO. 2 TO AMENDED AND RESTATED WATER SUPPLY CONTRACT  
BETWEEN THE NORTHWEST WATER COMMISSION AND THE CITY OF  
EVANSTON**

## EXHIBIT A

### Amendment No. 2 to Amended and Restated Water Supply Contract between The Northwest Water Commission and The City of Evanston

The City of Evanston ("Evanston") wishes to change the feed locations for fluoride and ortho-phosphosphate so that both chemicals are added post treatment. Evanston wishes to ensure continued compliance with applicable water quality regulations and that appropriate amounts of fluoride and phosphate are being added to the water supply to meet the water quality requirements of its water supply contract with the Northwest Water Commission ("the Commission"), and that the Commission wishes to maintain the same quality of water that it currently receives from Evanston, commensurate with the same quality of water Evanston provides for all of its customers.

#### RECITALS

Paragraph 2 of the Amended and Restated Water Supply Contract Between the Northwest  
Water

Commission and the City of Evanston is hereby amended as follows:

The water to be delivered by Evanston and received by the Commission hereunder shall be of such quality as to meet or exceed, at the point of delivery, or at such other point(s) as may be approved by the Commission and Evanston, any water quality standards heretofore or hereafter enacted or promulgated by the United States Public Health Service, the Department of Public Health of the State of Illinois, the Federal or State of Illinois Environmental Protection Agencies, or such other State or Federal agency or agencies as shall have jurisdiction from time to time to enact or promulgate such standard. Evanston shall provide corrosion control treatment in accordance with the letter agreements dated November 14, 1995 and December 21, 2005. **Any changes performed by the City of Evanston in Commission owned facilities shall be approved jointly by the City of Evanston and the Northwest Water Commission prior to the commencement of any work.**

Paragraph 2.1 is hereby added.

2.1 Evanston shall be responsible for the installation, repair, maintenance, and replacement of all such equipment or other assets involved with effectuating the above. Further, Evanston shall hold harmless and indemnify the Commission in all matters pertaining to the above, including but not limited to Commission owned facilities and equipment. All other provisions of the Contract remain unchanged and in full force and effect.

5. Effective Date

This Amendment No. 2 was approved by the City Council of Evanston on the \_\_\_\_\_ day of \_\_\_\_\_, 2014. This Amendment No. 2 was approved by the Board of Trustees of the Northwest Water Commission on the \_\_\_ day of \_\_\_\_\_, 2014. This Amendment No. 2 will become effective when all parties have signed it (as indicated by the date associated with the last party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

CITY OF EVANSTON:

Date: \_\_\_\_\_, 2014 By: \_\_\_\_\_

Wally Bobkiewicz, City Manager

Approved as to form and legality:

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

W. Grant Farrar, Corporation Counsel

NORTHWEST WATER COMMISSION:

Date: \_\_\_\_\_, 2014 By: William H. Brimm

William H. Brimm, Chairman

John J. DuRocher

John J. DuRocher, Executive Director