

2/16/2017

21-R-17

A RESOLUTION

**Authorizing the City Manager to Execute Contract Amendment No. 1
to an Agreement to Supply and Sell Water to the
Village of Skokie, Illinois**

WHEREAS, the City of Evanston ("City") supplies drinkable water to the Village of Skokie ("Village"); and

WHEREAS, the parties wish to extend the current agreement to supply and sell water to December 31, 2017, while the City and Village negotiate a new wholesale water supply and purchase agreement ; and

WHEREAS, the City Council of the City of Evanston determined that the best interests of the City would be served by executing the Contract Amendment No. 1 to the wholesale water agreement, which is attached to this Resolution.

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

SECTION 1: The City Manager is authorized and directed to negotiate and execute with the Village of Skokie, Illinois, Contract Amendment No. 1 to an Agreement to sell water, in substantial conformance with the terms and conditions of the document described and attached as Exhibit A. The Corporation Counsel is authorized to approve the Contract Amendment as to form and legality prior to its execution by the City Manager.

SECTION 2: This Resolution shall be in full force and effect from and after its adoption.



Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: February 27, 2017

EXHIBIT A

Contract Amendment No. 1

**CONTRACT AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY
OF EVANSTON AND THE VILLAGE OF SKOKIE, DATED MARCH 1, 1997
RELATING TO WATER SUPPLY AND SERVICE**

EFFECTIVE DATE OF THIS CONTRACT AMENDMENT: MARCH 1, 2017

RECITALS

WHEREAS, the City of Evanston (the "City") and the Village of Skokie ("Skokie") desire to renew and extend the term of the aforementioned Water Supply Contract (the "Agreement"), as modified, and

WHEREAS, the language in Sections 3 and 4 of the Agreement are stricken and replaced, and amended in their entirety; and

WHEREAS, all other terms of the Agreement, not revised or modified in this contract amendment, otherwise remain in full and force effect,

NOW, THEREFORE, the City and Skokie agree as follows:

I. MODIFICATION NO. 1

Section 3. Billing and Rates.

The total water rate per 1,000 gallons of Lake Michigan water delivered to Skokie during March 1, 2017 to December 31, 2017 will be \$1.32 per 1,000 gallons. Skokie will pay all water rate bills invoiced by the City to Skokie on or before the 30th day following the date of any water rate bill(s) delivered to Skokie.

II. MODIFICATION NO. 2

Section 4. Effective Date and Term of Agreement.

This Agreement is effective as of March 1, 2017, and will continue in full and effect for a term of 10 months, from March 1, 2017 to 11:59 p.m., December 31, 2017.

**SIGNATURE PAGE FOR
CITY OF EVANSTON**

IN WITNESS WHEREOF, the below authorized officials of the City of Evanston signed this Agreement pursuant to legal authorization granted to them under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the corporate approval granted by passage of Resolution 21-R-17 by the Corporate Authorities of the City of Evanston.

City of Evanston

By: Wally Bobkiewicz

Name: Wally Bobkiewicz

City Manager, City of Evanston

Date: March 2, 2017.

Attest:

By: Rodney Greene

Name: Rodney Greene

City Clerk, City of Evanston

Date: March 5, 2017

Approved as to form and legality:

By: W. Grant Farrar

W. Grant Farrar, Corporation Counsel