

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE  
KISHWAUKEE WATER RECLAMATION DISTRICT, THE VILLAGE OF MALTA,  
AND KISHWAUKEE COMMUNITY COLLEGE**

**THIS AGREEMENT** is made and entered into this 21<sup>st</sup> day of November, 2018, by and between the Kishwaukee Water Reclamation District, a sanitary district organized under the Sanitary District Act of 1917 (hereinafter referred to as "KWRD"), the Village of Malta (hereinafter referred to as "Malta"), and Kishwaukee College (hereinafter referred to as "KC"), collectively referred to as the "Parties."

**WHEREAS**, the Parties are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as authorized by Article VII Section 10 of the 1970 Constitution of the State of Illinois; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS sec. 220/1 *et seq.*) provides for intergovernmental contracts and cooperation in providing services and for the protection of the citizens and general public between the Parties; and

**WHEREAS**, the Illinois Constitution and the Illinois statutes encourage and provide for units of local government to cooperate and enter into intergovernmental agreements in any manner not prohibited by law or ordinance to their mutual benefits; and

**WHEREAS**, the Parties are desirous of extending sewers and services of KWRD for the purpose of receiving and disposing of sewage of Malta and KC; and

**WHEREAS**, in order to begin the process of extending such services to KWRD, the Parties intend to enter into this Agreement in order to work together to determine the design and cost of such a project; and

**WHEREAS**, the Parties agree that the agreements made herein are in the best interest of all of the users of both KWRD's sanitary sewer facilities and the Malta's and KC's wastewater facilities.

**NOW, THEREFORE**, in consideration of the foregoing and other mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth in this Paragraph 1.

2. The Project shall consist of engineering design drawings, specifications, and contract documents, as well as bid phase services, to determine construction costs for sanitary improvements as generally described below:

- a. Proposed pumping station, force main, and ancillary improvements to connect KC's existing wastewater treatment plant to KWRD's system and utilize existing treatment lagoon as excess flow storage;

- b. Proposed pumping station, force main, and ancillary improvements to connect Malta's existing wastewater treatment plant to KWRD's gravity sewer extension, and the conversion of Malta's existing treatment lagoons to excess flow storage/treatment facility;
- c. Proposed KWRD gravity sewer extension from KWRD's existing gravity sewer located on IL Route 38 at President's Boulevard;
- d. Application for project funding through the IEPA's State Revolving Loan Funding (SRF) Program; and
- e. Any other anticipated sanitary improvement necessary to complete the Project.

It is anticipated that the pumping stations will be constructed at or near the existing wastewater treatment plants and the force mains will be extended and connected to the sanitary system owned and operated by KWRD.

3. It is expressly agreed by the Parties that the Territory is that property for which Malta is currently obligated to provide sanitary service, and for which KC is currently obligated to provide sanitary service. It is expressly agreed and understood that although the Project includes improvements to provide a reserve capacity to allow for the future expansion of service, other properties not serviced by Malta or KCC are not included in this Project.

4. The design process shall consist of engineering plans and specifications for the construction and installation of the Project that include, but are not limited to, the following: (a) geotechnical investigation regarding soils; (b) the process of converting KC's treatment lagoon to excess flow storage facility; (c) the process to convert Malta's lagoons into an excess flow storage and or treatment facility; (d) the cost of connecting the existing sanitary systems located in Malta and KC to KWRD's gravity sewer extension and subsequently KWRD's existing collection system and (e) any other costs related to the construction and installation of a pumping stations, force mains, and a gravity sewer extension.

5. KWRD shall cause to be completed the necessary engineering plans, specifications, and contract documents for the construction and engineering of the Project as herein described for the purpose of KWRD receiving and disposing of the sewage collected by Malta and KC sewage systems. Such plans and specifications shall be subject to technical review and approval of Malta and KC.

6. KWRD shall engage Baxter and Woodman to perform engineering services required in connection with the construction of this Project, including but not limited to, the preparation of plans, specifications, contract documents, the administration of bid invitations and contract award procedures. The Engineer's fees for the engineering services described above shall be paid pursuant to the terms of this Agreement.

7. KWRD shall make all progress and final payments required for the design and bidding of the Project. Baxter and Woodman shall be instructed to submit said payment requests concurrently to KWRD, Malta, and KC. KWRD agrees to make the payment required within thirty (30) days of submission. Malta and KC shall reimburse KWRD their proportional shares for design and bidding of the Project. Malta and KC shall arrange separately with KWRD to

make payments. Payment for any and all design and bidding services shall be divided among the Parties as follows:

KWRD	50%
Malta	25%
KC	25%

8. This Agreement shall be binding upon the successor owners of record of any land which is the subject of this Agreement and upon the successor corporate authorities of KWRD, Malta, and KC. Any party to this Agreement may by civil action, mandamus or other proceeding enforce and compel performance of this Agreement.

9. Any notice or demand hereunder from either party to another party hereto, shall be in writing and shall be deemed served if mailed by prepaid certified mail addressed as follows:

KISHWAUKEE WATER RECLAMATION DISTRICT  
P.O. Box 624  
303 Hollister Ave.  
DeKalb, IL 60115

KEITH FOSTER  
Attorney for Kishwaukee Water Reclamation District  
2040 Aberdeen Court  
Sycamore, IL 60178

VILLAGE OF MALTA  
P.O. Box 53  
302 South 2nd Street  
Malta, IL 60150

KEVIN BUICK  
Attorney for Village of Malta  
2040 Aberdeen Court  
Sycamore, IL 60178


KISHWAUKEE COMMUNITY COLLEGE  
21193 Malta Rd  
Malta, IL 60150

PHILLIP H. GERNER III  
Attorney for Kishwaukee Community College  
2990 N Perryville Rd, Suite 4144B  
Rockford, IL 61107-6827

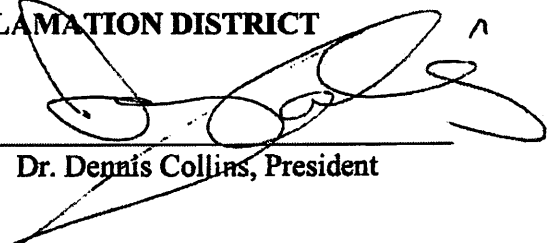
10. It is the Parties' intentions to negotiate and enter into a separate agreement regarding the construction costs of the Project and future operating duties and costs at the time the design and bidding portion of the Project is finished. The Parties agree to make all reasonable efforts to enter into such agreement in a timely manner so as to fully utilize the design and cost estimate resulting from this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their duly authorized officers as of the day first set forth above.

**VILLAGE OF MALTA**

BY:   
\_\_\_\_\_  
Robert Iversen, Village President

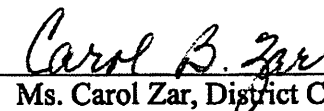
**KISHWAUKEE WATER RECLAMATION DISTRICT**

BY:   
\_\_\_\_\_  
Dr. Dennis Collins, President

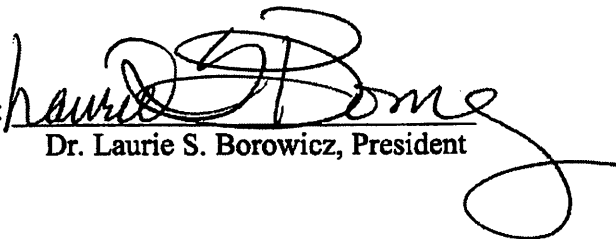
ATTEST:

  
\_\_\_\_\_  
Mary Johansen, Village Clerk

ATTEST:

  
\_\_\_\_\_  
Ms. Carol Zar, District Clerk

**KISHWAUKEE COLLEGE**

BY:   
\_\_\_\_\_  
Dr. Laurie S. Borowicz, President

ATTEST:

\_\_\_\_\_