

**INTERGOVERNMENTAL AGREEMENT**  
**between the**  
**LAKE COUNTY STORMWATER MANAGEMENT COMMISSION**  
**AND THE**  
**CITY OF NORTH CHICAGO**  
**FOR THE**  
**LEWIS AVENUE DETENTION BASIN PHASE 1 AND PHASE 2 PROJECTS**

This is an agreement by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as “SMC”), 500 West Winchester Road, Libertyville, Illinois 60048 and the City of North Chicago, (herein referred to as “Local Sponsor”, 1850 Lewis Avenue, North Chicago, Illinois 60064.

**RECITALS**

**Whereas**, SMC and the City of North Chicago desire to work together on stormwater infrastructure projects to resolve drainage and flooding-related problems impacting the City of North Chicago by, among other things, applying for support via the Department of Commerce and Economic Opportunity – Stormwater Capital Improvement Program (“DCEO-STOCIP”).

**Whereas**, the parties hereto anticipate accomplishing their goals by and through support from the DCEO-STOCIP program in the form of a grant which the parties anticipate will be subject to the SMC DCEO-STOCIP Policies and Procedures including final grant agreement provisions between the State of Illinois, Department of Commerce and Economic Opportunity and Lake County like those addressed in the template agreement hereto as Attachment B and which the SMC will assist the DCEO by administering.

**Whereas**, because the projects depend upon an award being granted through the DCEO-STOCIP program, the parties desire to enter into this agreement to support the award of such a grant.

**Agreement**

**Now, therefore**, for good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated as part of the parties’ agreement.
2. **Project Description.** The Lewis Avenue Detention Basin Phase 1 and Phase 2 Projects (“PROJECTS”) are located in the City of North Chicago in the immediate vicinity of an area bounded by Lewis Avenue, 20th Street, Kemble Avenue, and 21<sup>st</sup> Street and along 20<sup>th</sup> and 21<sup>st</sup> Street between Sherman Avenue and Broadway Avenue and are expected to consist of constructing a stormwater detention basin and upsizing specific storm sewers in the system (“PROJECT SCOPE”), which is more fully described in Attachment A. The purpose of the Projects is to improve the stormwater infrastructure system to reduce flood damages within a 290-acre drainage area within the City of North Chicago.
3. **Funding.** The PROJECTS are contingent upon a DCEO-STOCIP grant being awarded and budget appropriation by the Lake County Board. Should such a grant be awarded, the parties agree that funding for the PROJECTS shall be as follows:
  - a. **Project Expense Match.** A Project Expense Match (“PEM”) of \$156,254.00 will be paid by the Local Sponsor to SMC to support administrative and engineering services required for the PROJECTS. The PEM shall be paid to SMC in-full within 120 days of the execution of an Intergovernmental Agreement upon receipt of a DCEO grant agreement for the PROJECTS, as identified in paragraph 5.
  - b. The Local Sponsor understands that the PROJECTS, if funded by a grant from DCEO, shall be funded by the Local Sponsor for all PROJECT costs, which shall be reimbursed by the SMC using the funds received from the DCEO grant for implementation of the Project, up to an amount not

to exceed \$2,750,000 for Phase 1 and up to an amount not to exceed \$2,750,000 for Phase 2, contingent upon SMC's receipt of funding from DCEO, Local Sponsor's compliance with the terms of any applicable DCEO-SMC Grant Agreement, compliance with terms and conditions of DCEO-STOCIP program, completion of any construction grant reimbursement requirements and compliance with all applicable federal and state laws and regulations.

4. **Project Management and Responsibilities for Project.** The LOCAL SPONSOR will be the Project Manager for the PROJECTS.
5. **Project Completion and future agreement.** Should the DCEO award a grant supporting the PROJECTS, the Local Sponsor agrees to proceed with completion of the PROJECTS within the timeframe required by said grant and, further, the parties agree to enter into an agreement substantially similar to the one attached hereto as Attachment B, adjusted as may be required to comply with any and all grant requirements as well as any other applicable contractual or legal requirements.
6. **Amendments.** This Agreement will be in effect until 12/31/2026, or until the date of execution of the funding agreement for the PROJECTS identified in Paragraph 5, whichever is sooner, and may be modified or amended by mutual consent of the Parties, expressed in writing and signed by the Parties, provided the amendments comply with the final grant agreement with DCEO.
7. **Severability.** If any provision of the Agreement is declared invalid, its other provisions shall not be affected thereby.
8. **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against SMC arising out of this Agreement must be filed exclusively with the Nineteenth Judicial Circuit Court of Illinois.
9. **Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
10. **Entire Agreement.** SMC and Local Sponsor acknowledge that this Agreement, including its Exhibits and Attachments, constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either SMC or Local Sponsor.
11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
12. **Notices.** All notices required or permitted hereunder shall be in writing, and delivered either personally or by certified or registered mail, return receipt requested, to the following addresses or sent by electronic mail ("e-mail") to the following contact addresses:

If to Local Sponsor contact:

Bob Miller, Interim Public Works Director  
City of North Chicago Public Works Department  
1850 Lewis Avenue  
North Chicago, Illinois 60064  
Phone: 847-596-8870  
Email: [bmiller@northchicago.org](mailto:bmiller@northchicago.org)

If to SMC contact:

Mike Prusila, Planning Supervisor  
Lake County Stormwater Management Commission  
500 W. Winchester Road  
Libertyville, IL 60048  
Phone: 847-377-7700  
Email: [mprusila@lakecountyil.gov](mailto:mprusila@lakecountyil.gov)

IN WITNESS WHEREOF, the Stormwater Management Commission and the City of North Chicago have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

\_\_\_\_\_  
Leon Rockingham, Mayor  
City of North Chicago

\_\_\_\_\_  
Date

STORMWATER MANAGEMENT COMMISSION:

\_\_\_\_\_  
Kurt Woolford, Executive Director  
Lake County Stormwater Management Commission

\_\_\_\_\_  
Date

## Attachment A [PROJECT SCOPE]

The Lewis Avenue Detention Basin Project Phase 1 consists of [Insert Scope]

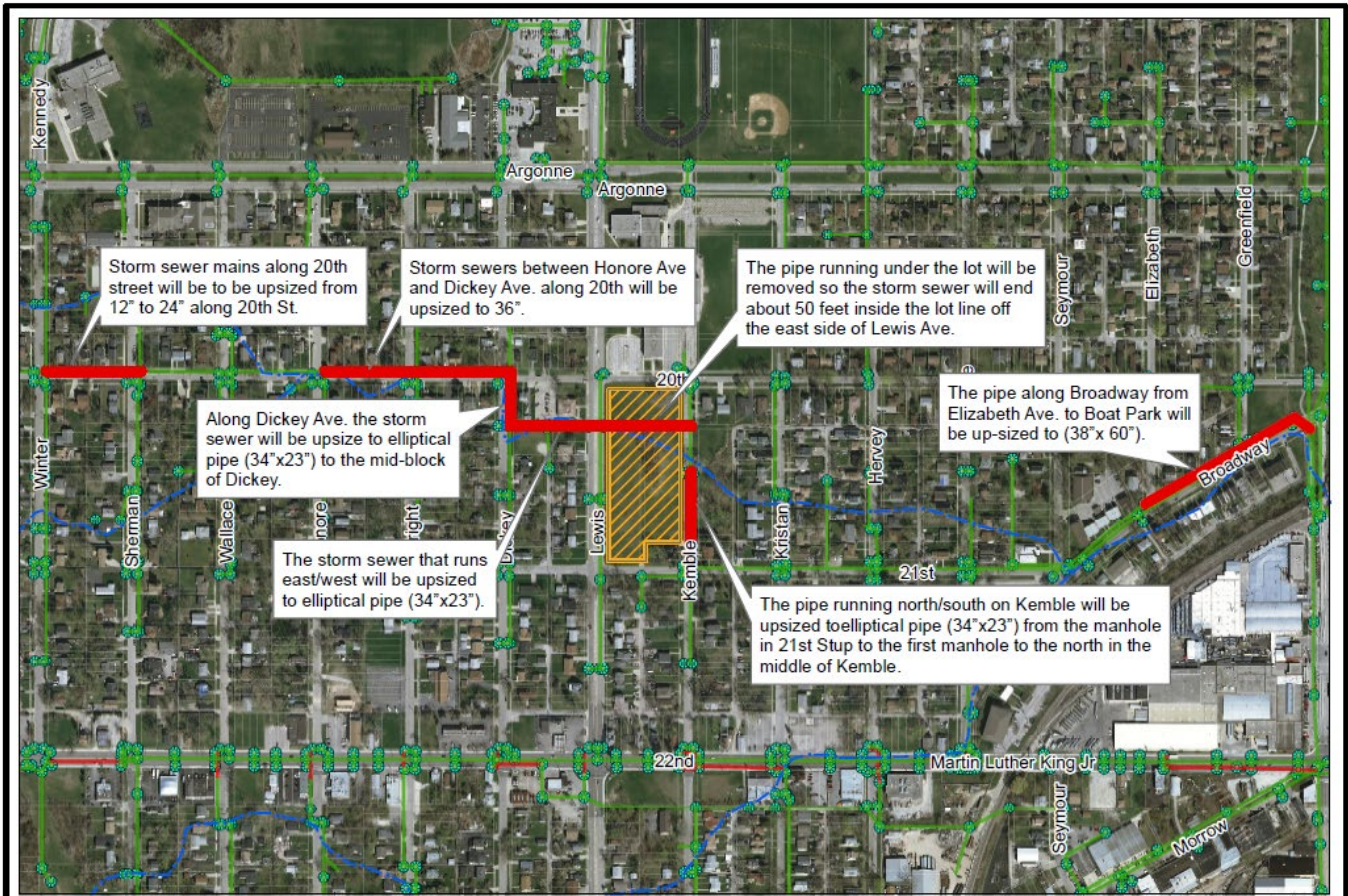
Improvements include the construction of a large detention basin near 20th Street and Lewis Avenue resulting in a reduction in the volume of storm water flowing through the storm sewer system and a reduction of flooding across the system.



The Lewis Avenue Detention Basin Project Phase 2 consists of [Insert Scope]

Improvements include upsizing specific storm sewers in the urban storm sewer system to provide additional relief from flooding in the Pettibone Creek Watershed.





**Legend**

- Upsized Storm Sewer Mains
- North Branch Centerline
- Proposed Detention Pond

0 145 290 580 Feet

  
**TROTTER**  
 ASSOCIATES, INC.  
 ENGINEERS AND SURVEYORS  
 40W201 Wasco Road, Suite D St Charles, IL 60175  
 P: 630-587-0470 F: 630-587-0475

**Locations of Upsized Storm Sewer Locations**  
  
 City of North Chicago

Project No.:	
Base File:	
Sheet File:	
Issue Date:	January 6, 2021
Scale:	1" = 450'

**Sheet Number**  
  
 7

**Attachment B**  
**[Template IGA agreement]**