

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and the
EAST SKOKIE DRAINAGE DISTRICT**

**for ISOLATED WATERS OF LAKE COUNTY MITIGATION
within the SKOKIE RIVER SUB-WATERSHED**

WHEREAS, the East Skokie Drainage District ("ESDD") will be excavating and constructing a drainage channel on a project known as Proctor & Gamble Ditch Excavation in North Chicago, Lake County, Illinois (hereafter "P&G Project"), which will have 0.90 acre of Isolated Waters of Lake County ("IWLC") impacts for which 1.92 acres of IWLC mitigation credit is required, under the terms of the Lake County Watershed Development Ordinance ("WDO"); and

WHEREAS, the Lake County Stormwater Management Commission ("SMC") acquired a parcel of land (known and hereafter referred to as the "Jaime parcel") in the City of North Chicago (identified and legally described on attached Exhibit A), which Jaime parcel contains floodway, floodplain, and wetland, but which had been filled; and the SMC is desirous of re-creating and enhancing the stormwater benefits of and on said Jaime parcel, in multiple phases; and

WHEREAS, the ESDD and the SMC have agreed, as a means to satisfy the WDO IWLC mitigation requirements for the P&G Project, that a minimum of 1.92 acres of off-site IWLC mitigation credit be provided within the Phase III area of the Jaime parcel; and

WHEREAS, the SMC has prepared conceptual engineering plans and cost estimates for the off-site mitigation work to be performed at the Jaime parcel; and

WHEREAS, the SMC will perform necessary construction work to achieve a minimum of 1.92 acres of IWLC mitigation credit, in compliance with Appendix N, of the WDO; and

WHEREAS, the ESDD will perform long-term maintenance and monitoring of the Jaime parcel after the performance standards of Appendix N, of the WDO have been achieved; and

WHEREAS, the SMC, as a part of this Intergovernmental Agreement with the ESDD, agrees that the ESDD shall be entitled to a minimum of 1.92 acres (estimated 2.1 acres) of IWLC mitigation credit in the Skokie River sub-watershed; and

WHEREAS, the parties hereto, by their respective governing board, find this Agreement to be fair and to the mutual benefit of the parties hereto.

NOW, THEREFORE, the ESDD and the SMC agree, by their authorized representatives, to the following:

1. That the recitals above be and are incorporated by reference as a part of this Agreement.

2. Mutual (Preliminary Matters) Agreements. ESDD and SMC agree:

a) That ESDD is authorized to utilize the Phase III construction work on the Jaime parcel described below as WDO-required wetland mitigation, for wetland impacts on ESDD's P&G Project for 1.92 acres of IWLC mitigation credit within the Skokie River sub-watershed. Excess IWLC mitigation credit above 1.92 acres created by the Phase III construction work shall be available exclusively to the ESDD for future project mitigation needs, at no additional cost.

b) That SMC shall prepare and submit for review and concurrence by ESDD, an IWLC Project Mitigation Document (PMD) in conformance with Appendix N of the WDO, consistent with WDO Article IV.E.3.d. SMC also shall prepare all related IWLC mitigation improvement plans and drawings for the Phase III construction work (e.g., excavation, soil removal, site grading, and wetland plantings) on the Jaime parcel.

c) That SMC shall obtain all required permits for the Jaime parcel Phase III IWLC wetland mitigation improvements on or before November 1, 2016. If the SMC fails to obtain and have issued said required permits on or before November 1, 2016, unless said November 1, 2016, date is extended by mutual written agreement of the parties hereto.

3. ESDD Agreements. ESDD agrees as follows:

a) That ESDD agrees and shall reimburse to SMC the cost and expense to perform engineering, construction, and 5-year mitigation, monitoring & management for Phase III of the Jaime parcel, in accordance with SMC-approved plans but in no event shall the amount of reimbursement exceed \$260,095 (the "Maximum Reimbursement Amount") as estimated in Exhibit B – Phase III: April 2015 Preliminary Cost Estimate.

b) That ESDD agrees that the Maximum Reimbursement Amount is an estimate, and that the SMC may renegotiate scope of work and acceptance of competitive bids if proposals exceed the Maximum Reimbursement Amount.

c) That ESDD agrees to reimburse SMC within thirty (30) days of submission by SMC of any invoices up to the Maximum Reimbursement Amount. That SMC shall be solely responsible for all change orders, overruns, or any other increases in cost which exceed the Maximum Reimbursement Amount. The construction work on the Jaime parcel, described in Paragraphs 3(a) above, is expected to be completed within three (3) years, but no later than November 1, 2017. After the performance

standards of Appendix N of the WDO have been achieved by SMC, the ESDD agrees, at its sole cost and expense, to perform long-term non-regulatory maintenance and monitoring of the entire Jamie parcel for a period of five (5) years which may be extended by mutual agreement by the parties.

4. SMC Agreements. SMC agrees as follows:

a) SMC agrees that upon the execution of this Agreement, the ESDD shall then be entitled to a maximum of 2.154 acres of IWLC mitigation credit within the Skokie River sub-watershed, of which 1.92 acres are credited to the P&G Project wetland mitigation.

b) SMC agrees that the reimbursement payment provided herein shall satisfy the Wetland Mitigation Requirements of the Lake County Wetland Development Ordinance, and that the Jamie project site work shall satisfy ESDD's Mitigation Impacts to the IWLC as required for the P&G Project.

c) SMC agrees that SMC is solely responsible to obtain permits and associated approvals for the Phase III IWLC wetland mitigation improvements at and on the Jaime parcel. These Phase III improvements include a minimum of 1.92 acres of IWLC wetland mitigation credit.

d) SMC agrees that if bid proposals exceed the Maximum Reimbursement Amount, the SMC will renegotiate the scope of work and acceptance of competitive bids, with concurrence from the ESDD.

5. The effective date of this Agreement shall be ^{June} ~~May~~ 10th, 2015.

Agreed and executed by the parties hereto, by their duly authorized representatives, on the date first written above.

East Skokie Drainage District

By:

Joseph L. Bridges

Joseph L. Bridges
Chairman

6-10-15

Lake County Stormwater Management
Commission

By:

Michael Warner

Michael Warner
EXEC. DIRECTOR

5/13/15

EXHIBIT A

Jaime parcel

Legal description

ALL OF BLOCK 12 IN FREDERICK H. BARTLETT'S NORTH SHORE MANOR,
BEING A SUBDIVISION OF PART OF THE NORTH ½ OF THE SOUTHEAST ¼
OF SECTION 6, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
AUGUST 27, 1924 AS DOCUMENT 244955, IN BOOK "M" OF PLATS, PAGE 36,
IN LAKE COUNTY, ILLINOIS.

PIN 12-06-411-001

Address: -0- 23rd Place, North Chicago, Illinois.

Exhibit

Exhibit B - Phase III

P&G - Jaime Property Wetland Mitigation - Preliminary Cost Estimate (April 2015)*				
ITEM	UNITS	QTY.	UNIT PRICE	AMOUNT
1. Engineering				
1.1 Plans & Specifications	Lump Sum	1	\$10,000	\$10,000
2. Permits/ Approvals				
2.1 Applications & Coordination for permits/approvals (N. Chicago, SMC, DNR, IEPA, IHPA, etc.), incl. Development of Project Mitigation Document (PMD)	Permit fees already paid		\$0	\$0
3. Construction				
3.1 Surveying Allowance (layout, progress shots, as-built topo/inverts-including exhibit)	Lump Sum	1	\$5,000	\$5,000
3.2 Mobilization	Lump Sum	1	\$2,500	\$2,500
3.3 Site Preparation/Clearing & Grubbing	Acres	2.3	\$5,000	\$11,500
3.3.1 Wetland Enhancement Area (cut/remove/herbicide invasives)	Acres	0.6	\$3,000	\$1,800
3.4 Earthwork				
3.4.1 Topsoil Strip (12") & Stockpile on-site	Square Yd	11,000	\$2	\$22,000
3.4.2 Subgrade excavation (cut material hauled off)	Cubic Yd	4,000	\$25	\$100,000
3.4.3 Topsoil Re-Spread (12") on-site, incl. fine grading	Square Yd	11,000	\$2	\$22,000
3.5 Water Control				
3.5.1 Agri-Drain Control Structure (1)	Each	1	\$2,500	\$2,500
3.5.2 PVC 12" & Fittings, installed to Agri-Drain structure	Lin Ft	20	\$50	\$1,000
3.6 Planting/Seeding				
3.6.1 Seedbed preparation	Acres	2.3	\$500	\$1,150
3.6.3 Seed Wetland Creation Area	Acres	2.0	\$6,000	\$12,000
3.6.4 Supplemental Seeding of Wetland Enhancement Area	Acres	0.6	\$6,000	\$3,600
3.6.5 Seed Prairie Buffer Area	Acres	0.3	\$6,000	\$1,800
3.7 Erosion Control				
3.7.1 Silt Fence (along perimeter of mitigation site)	LF	1,100	\$4	\$3,850
3.7.2 Bio-Net Erosion Blanket (NAG S75BN or equivalent) - buffer area only	Square Yd	1,500	\$4	\$5,250
3.7.3 SE/SC Allowance (add'l items as directed by engineer, e.g. - coir rolls, etc.)	Lump Sum	1	\$1,500	\$2,000
4. Mitigation Monitoring & Management (5-year regulatory compliance)				
4.1 Monitoring Wells, Labor & Materials	Each	2	\$250	\$500
4.2 Water Level Monitoring Instruments (Telog datalogger, or similar, & software)	Each	2	\$1,500	\$3,000
4.3 Vegetation & Hydrology Monitoring (incl. annual report)	Lump Sum (annual)	5	\$2,500	\$12,500
4.4 Management (burns, herbicide, supplemental seeding/planting, etc.)	Lump Sum (annual)	5	\$2,500	\$12,500
			SUB-TOTAL	\$236,450
			+ 10% Contingency	\$23,645
			TOTAL	\$260,095
* Project generates ±2.1 acres of mitigation credit consisting of 1.62 acres of wetland creation at 100% (1.62) + 0.48 acre of wetland buffer creation at 75% (0.36) + 0.58 acre of wetland enhancement at 25% (0.145) + 0.29 acre of prairie buffer creation at 25% (0.073).				