

Agenda Item # 67

Distribution:
County Board
County Administrator
FAS Department
City of Waukegan

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D. 2007 SESSION

NOVEMBER 13, A.D., 2007

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Health & Community Services and Financial & Administrative Committees present herewith a Joint Resolution authorizing the County Board Chairman to execute an Intergovernmental Agreement with the City of Waukegan to provide up to \$100,000 from the County's Brownfield Funds to the City to assist with environmental clean up activities at the former T-K Landfill Property, Butrick and Yeoman Streets in Waukegan, Illinois, and request its adoption.

	Aye	Nay
<u>[Signature]</u> Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Vice-Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Audrey Nyson</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Ann B. Marie</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Lara Spielman</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Robert Sar</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Health & Community Services Committee

	Aye	Nay
<u>[Signature]</u> Chairman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>[Signature]</u> Vice-Chairman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>[Signature]</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>[Signature]</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Financial & Administrative Committee

RESOLUTION

WHEREAS, the County is vested under State Statute with authority to protect and clean the environment and the groundwater; and

WHEREAS, the County has established a Brownfield Fund in an intergovernmental effort to reduce environmental contamination and promote the redevelopment of brownfield sites throughout Lake County; and

WHEREAS, guidelines have been approved by which the County can entertain requests from local governments within Lake County for brownfield funds for specific projects within their community; and

WHEREAS, the City of Waukegan has determined that there is a need for environmental remediation at the former T-K Landfill Property, Butrick and Yeoman Streets in Waukegan; and

WHEREAS, the City of Waukegan has submitted a request for the County's Brownfield Funds, with said funds to be matched by the City, to be used for environmental cleanup activities that will result in the protection of the groundwater; and

WHEREAS, the Health & Community Services and Financial & Administrative Committees hereby recommend acceptance of the request from the City of Waukegan and recommend that the County provide up to \$100,000 in Brownfield Funds to the City.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois that the County Board Chairman is hereby authorized to execute an Intergovernmental Agreement with the City of Waukegan for brownfield activities, a copy of which is attached, and hereby incorporated in this Resolution by reference; and

BE IT FURTHER RESOLVED, that the County will provide up to \$100,000 from the County's Brownfield Funds to the City of Waukegan for environmental clean up activities at the former T-K Landfill Property, Butrick and Yeoman Streets in Waukegan, Illinois; and

BE IT FURTHER RESOLVED, that with the acceptance of the County's Brownfield Funds, the City of Waukegan will comply with the provisions of the Lake County Brownfield Fund Guidelines and the Intergovernmental Agreement for which Lake County funds are expended.

DATED, at Waukegan, Lake County, Illinois on this 13th day of November, A.D. 2007.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY OF WAUKEGAN AND LAKE COUNTY

Brownfield Grant – November 2007 - former T-K Landfill Property, Butrick and Yeoman Streets

This Agreement is made and entered, by and between Lake County, a body politic and corporate hereinafter referred to as the "COUNTY", and the City of Waukegan, a municipal corporation within the boundaries of Lake County, hereinafter referred to as the "CITY".

WHEREAS, both the COUNTY and the CITY are governmental agencies of the State of Illinois vested with authority to protect and clean the environment and the groundwater; and

WHEREAS, the CITY has determined that there is a need for environmental remediation at the former T-K Landfill Property, Butrick and Yeoman Streets in Waukegan, Illinois (the "Site") which will result in the protection of the environment and a clean groundwater supply for Lake County; and

WHEREAS, both the COUNTY and the CITY are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/5, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

WHEREAS, the COUNTY is desirous of assisting with environmental remediation work to protect the environment and ground water supply of Lake County and has established the Lake County Brownfields Grant Program to this end; and

WHEREAS, through the Lake County Brownfields Grant Program, the COUNTY can provide assistance with environmental studies and cleanup activities related to the remediation of the Site to protect the environment and ground water supply of Lake County.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree and covenant as follows:

1. The CITY shall present to the COUNTY an oral and written report describing the environmental remediation work for the Site.
2. The CITY will be responsible for contracting for the environmental remediation work and supervising the work.
3. The COUNTY will only provide funds for environmental remediation work for the Site.

4. In exchange for the CITY'S plan to evaluate the Site and protect the environment and water supply of Lake County, the COUNTY shall reimburse the CITY up to One Hundred Thousand Dollars (\$100,000.00) in matching funds. The CITY must provide proof of the actual sums spent for the environmental remediation work before COUNTY grant funds will be disbursed.
5. The CITY agrees to submit a request for reimbursement of funds within one (1) year of the effective date of this Intergovernmental Agreement. Any funds not requested by that time will be unencumbered for the project activities stated in this Intergovernmental Agreement and will be available for other COUNTY funded brownfield activities.
6. COUNTY brownfield grant funds may only be used to provide up to 50% matching funds of monies expended by the CITY. In the event the CITY receives grant funds from any source after the COUNTY has contributed its matching funds, the CITY agrees to reimburse the COUNTY the sums necessary to meet the CITY'S 50% matching requirement.
7. The CITY agrees to defend itself in any actions or disputes brought against the CITY arising out of, relating to, in connection with, or as the result of this Agreement or any remedial action of the Site and to defend and indemnify and hold the COUNTY harmless and free from liability of any kind resulting from any remedial action of the Site or the acts or conduct of the CITY and its employees, agents, or representatives arising out of, relating to, in connection with, or as a result of this Agreement or any remediation action conducted hereunder.
8. All parties must execute this Agreement within thirty (30) days of the approval of the award of Lake County Brownfield Funds by the County Board. If this Agreement is not executed within this timeframe, this Agreement becomes null and void and the awarded funds to the CITY will be available for other COUNTY funded brownfield activities.
9. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.
10. The effective date of this Agreement shall be the most recent date made, entered, or signed by the parties below.
11. The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions. This Agreement may be amended by mutual agreement, signed, and executed with the same formality with which this instrument was executed.

IN WITNESS WHEREOF, Lake County by a Resolution duly adopted by the County Board of Lake County, causes this Agreement to be signed by its Chairman and attested by its Clerk and the City of Waukegan, by order of its Board has caused this Agreement to be executed by the Mayor and attested to by its Clerk all on the day and year hereinafter written.

Dated _____ day of _____, A.D., 2007.

LAKE COUNTY:

By: _____
Suzi Schmidt, Chairman
Lake County Board

Attest: _____
Willard R. Helander
County Clerk

Dated _____ day of _____, A.D., 2007.

CITY OF WAUKEGAN:

By: _____
Mayor

Attest: _____
City Clerk

Dated _____ day of _____, A.D., 2007.