

ORDINANCE NO. 2369.24

AN ORDINANCE AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE LAKE COUNTY STORMWATER MANAGEMENT COMMISSION AND THE VILLAGE OF HAWTHORN WOODS FOR THE INDIAN CREEK STABILIZATION PROJECT

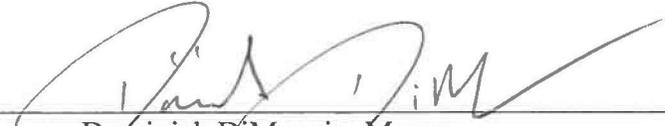
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be and the same are, hereby authorized and directed to execute an agreement Lake County Stormwater Management Commission., substantially in the form attached hereto as "Exhibit A", and, by this reference made a part hereof.

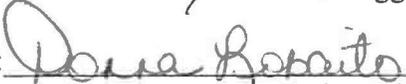
The foregoing Ordinance was adopted on June 24, 2024 by a roll call vote as follows:

AYES: Kaiser, McCarthy, Ryznar, Bauer, Hurst, Rama

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: June 24 2024

APPROVED: June 24, 2024

**INTERGOVERNMENTAL AGREEMENT**  
**between the**  
**LAKE COUNTY**  
**STORMWATER MANAGEMENT COMMISSION**  
**and the**  
**VILLAGE OF HAWTHORN WOODS**  
**for the**  
**INDIAN CREEK BANK STABILIZATION PROJECT**

THIS IS AN INTERGOVERNMENTAL AGREEMENT by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 W. Winchester Rd., Libertyville, Illinois 60048 (hereinafter called SMC) and the VILLAGE OF HAWTHORN WOODS, 35 Old McHenry Rd., Hawthorn Woods, Illinois 60047 (hereinafter called VILLAGE).

**PROJECT DESCRIPTION**

This project includes the stabilization of approximately 60 linear feet of streambank utilizing gabion baskets and native prairie vegetation. The project area is located approximately 250 feet west of the Indian Creek culvert for Indian Creek Road, between Seneca Avenue West and Seneca Avenue East in the Village of Hawthorn Woods. The streambank in the project area is experiencing severe erosion and encroaching into the right-of-way (ROW). Stabilization of the project area will mitigate streambank erosion and ensure structural protection of the roadway. This work is hereinafter called the PROJECT.

**SCOPE OF WORK**

1. The VILLAGE will complete the PROJECT as described above and as further detailed in the PROJECT WORK PLAN, which is described below.
2. The VILLAGE will hire all consultants and/or contractors and procure all materials and/or equipment necessary to complete the PROJECT.
3. Upon request, SMC will provide limited technical assistance to the VILLAGE during the PROJECT. This may include review of design documents, permit applications, and/or the methods, materials, and equipment to be used during construction.
4. The VILLAGE will prepare and submit to SMC a detailed PROJECT WORK PLAN, describing the tasks to be completed, expected project results, and methods that will be used to evaluate the project results, and including a detailed schedule for the PROJECT.
5. The VILLAGE or its technical representative shall develop an Operation and Maintenance Plan (O&M Plan) to ensure the long-term viability of the PROJECT. The O&M Plan shall include annual inspections (min.) and appropriate maintenance

activities. The VILLAGE shall identify the financial resources for the implementation of the O&M Plan and include that information in the O&M Plan.

6. Easement documentation is not required for work performed within the VILLAGE ROW.
7. For in-the-ground construction outside the road ROW, the VILLAGE shall, **prior to construction**, provide SMC with evidence of all land rights necessary to complete and maintain the PROJECT improvements, including Owner-authorized land access and/or land rights or evidence of possessory interest, in the form of previously recorded documentation or written authorization, from all property owners affected. Upon request, SMC staff may provide limited assistance. Land rights for each parcel shall include the following:
  - a) A recordable permanent easement for the PROJECT land area where the stormwater infrastructure (e.g., drainageway, storage area, swale, permeable parking area, etc.) is located;
  - b) If necessary, a temporary construction easement, or other right of access, to access the PROJECT area.
  - c) If necessary, a recordable permanent ingress and egress access path or access point for the purpose of accessing the permanent easement premises to maintain the PROJECT.

Instruments for documentation or authorization may include recorded permanent easements; land covenants, deed-restricted areas, or prescriptive easement (with the Owner's authorization or evidence of possessory interest); or other Owner-approved and SMC-accepted legal instruments (i.e., owner-executed license agreement). The VILLAGE shall provide SMC with evidence of such land rights prior to construction.

8. The PROJECT will comply with or be consistent with all applicable regulations, laws, and statutes. The VILLAGE will obtain all permits necessary to complete the PROJECT, including, but not limited to, if necessary, a wetland permit from the US Army Corps of Engineers (USACE), a Watershed Development Permit from SMC or the appropriate certified community (as applicable), a construction stormwater permit from the Illinois Environmental Protection Agency (IEPA), and a consultation with the Illinois Department of Natural Resources (IDNR) regarding state listed threatened and endangered species. Please note that permit fees are the responsibility of the VILLAGE and are not reimbursable under this AGREEMENT; however, such fees may count toward the VILLAGE's share of the total PROJECT cost.
9. During the PROJECT, the VILLAGE will prepare and submit to SMC a brief one- to two-page written progress report and, upon completion of the PROJECT, a brief one to two page written final report. Photographic documentation of before, during, and after construction must be included.

## **SCHEDULE**

1. The VILLAGE shall submit a PROJECT WORK PLAN to SMC on or before July 31, 2024.
2. The VILLAGE shall submit a brief written progress report on the PROJECT to SMC on or before August 31, 2024.
3. The VILLAGE shall complete the PROJECT on or before November 30, 2024. If necessary, the VILLAGE may request an extension from SMC (in writing) prior to November 1, 2024.
4. The VILLAGE shall submit a written final report on the PROJECT to SMC on or before November 30, 2024. If necessary, the VILLAGE may request an extension from SMC (in writing) prior to November 1, 2024.
5. The VILLAGE shall submit the O&M Plan concurrently with the project final report and should include annual inspections and appropriate maintenance activities.
6. The VILLAGE shall submit a written request for reimbursement of eligible PROJECT expenditures to SMC on or before November 30, 2024. If necessary, the VILLAGE may request an extension from SMC (in writing) prior to that date. Requests for reimbursement submitted after the deadline will not be honored unless the SMC granted an extension prior to that date.

## **COMPENSATION**

1. The total cost of the PROJECT is approximately \$128,650
2. SMC will reimburse the VILLAGE for 50% of eligible PROJECT expenditures made after execution of this AGREEMENT by SMC, or \$64,325, whichever is less.
3. Operation and maintenance costs that are not identified in the SCOPE OF WORK, or that occur after the terms of this Agreement, are not eligible for reimbursement.
4. Final payment of reimbursable expenditures shall become due and payable by SMC after successful completion of the PROJECT and the receipt of a written request for reimbursement from the VILLAGE to SMC along with an invoice for the requested reimbursement amount and adequate documentation of the PROJECT expenditures (e.g., invoices, proof of payment, etc.), including in-kind services.

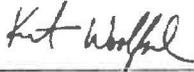
## **TERMS AND CONDITIONS**

1. The terms of this AGREEMENT are valid until November 30, 2024. The VILLAGE agrees to be responsible for the long-term operation and maintenance of the PROJECT.

2. Either party may terminate this AGREEMENT upon 30 days written notice to the other party. In the event of such termination occurring prior to project completion, SMC shall reimburse the VILLAGE for 50% of eligible PROJECT expenditures made up to the date of termination, up to a maximum of \$32,163.
3. All adjustments, additions, and/or deletions to this AGREEMENT, including substantive changes to the PROJECT description and/or scope of work, are subject to the written approval of both parties.
4. The VILLAGE will encourage property owners benefitting from the PROJECT to contribute to the PROJECT in the form of cash, in-kind services, and/or the value of land rights granted to the VILLAGE. Any costs associated with acquiring land rights from property owners benefitting from the PROJECT are the responsibility of the VILLAGE and are not reimbursable under this AGREEMENT; however, such costs may count toward the VILLAGE's share of the total PROJECT cost.
5. The VILLAGE will include in any PROJECT-related publications created for general external circulation (e.g., brochures, newsletters, and website and presentation materials) the following phrase: *"Funding for this project was provided in part by the Lake County Stormwater Management Commission."*
6. This AGREEMENT shall be governed by and construed according to the laws of the State of Illinois.
7. This AGREEMENT supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, as evidenced by the signatures of their duly authorized representative as affixed below.

**LAKE COUNTY STORMWATER  
MANAGEMENT COMMISSION:**



Kurt A. Woolford  
Executive Director

Date: 8/14/2024

**VILLAGE OF HAWTHORN  
WOODS:**



Dominick DiMaggio  
Mayor

Date: 6/24/24