

**VILLAGE OF VERNON HILLS
ORDINANCE 2024-084**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH LAKE COUNTY STORMWATER MANAGEMENT COMMISSION FOR
THE SEAVEY MASTER PLAN PROJECT PHASE 3**

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Stormwater Management Commission (SMC) and the Village of Vernon Hills desire to work together on a stormwater infrastructure project to resolve drainage and flooding-related problems impacting the Village of Vernon Hills by, among other things, applying for support via the Department of Commerce and Economic Opportunity – Stormwater Capital Improvement Program (“DCEO-STOCIP”); and

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 which the SMC will assist the DCEO by administering.; and

WHEREAS, because the project depends 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; and

WHEREAS, the Village Board hereby agrees that this Intergovernmental Agreement is in the best interests of our residents.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: APPROVAL: The Village Manager is hereby authorized to execute the Intergovernmental Agreement with the SMC subject to final approval by the Village attorney.

SECTION 2: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 3: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2024-084.

Dated the 18th of June, 2024.

Adopted by roll call votes as follows:

[SIGNATURE PAGE TO FOLLOW]

AYES: 6 – Forster, Schenk, Oppenheim, Marquardt, Koch, Byrne
NAYS: 0 - None
ABSENT AND NOT VOTING: 1- Takaoka


Roger L. Byrne, Village President

PASSED: 06/18/2024
APPROVED: 06/18/2024
ATTEST: 06/18/2024


Kevin Timony, Village Clerk



EXHIBIT A

Intergovernmental Agreement Between The Lake County Stormwater Management Commission And The Village Of Vernon Hills For The Seavey Master Plan Project Phase 3

INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
AND THE
VILLAGE OF VERNON HILLS
FOR THE
SEAVEY MASTER PLAN PROJECT PHASE 3

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 Village of Vernon Hills, (herein referred to as "Local Sponsor"), 290 Evergreen Drive, Vernon Hills, IL 6006.

RECITALS

Whereas, SMC and the Village of Vernon Hills desire to work together on a stormwater infrastructure project to resolve drainage and flooding-related problems impacting the Village of Vernon Hills 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 project depends 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 Seavey Master Plan Phase 3 Project ("PROJECT") is located between Hazeltine Drive and Lake Charles in the Village of Vernon Hills, Illinois, and is expected to consist of channel, streambank, and shoreline stabilization and restoration, sediment removal, and inflow and outlet improvements ("PROJECT SCOPE"), which is more fully described in Attachment A. The purpose of the Project is to repair and restore the condition and conveyance of Seavey Drainage Ditch.
3. **Funding.** The project is 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 Project funding shall be as follows:
 - a. **Project Expense Match.** A Project Expense Match ("PEM") of \$387,255.00 will be paid by the Local Sponsor to SMC to support administrative services required for the Project. 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 Project, as identified in paragraph 5.
 - b. The Local Sponsor understands that the project, 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 of \$2,750,000.00, 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.

Engineering costs incurred by SMC, to-date, are included in this value.

4. **Project Management and Responsibilities for Project.** The LOCAL SPONSOR will be the Project Manager for the PROJECT.
5. **Project Completion and future agreement.** Should the DCEO award a grant supporting the Project, the Local Sponsor agrees to proceed with completion of the Project 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 project funding agreement 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:

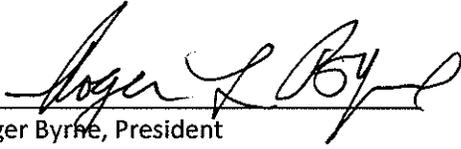
Chris Venatta, Public Works Director
Village of Veron Hills
Vernon Hills Public Works Department
490 Greenleaf Drive | Vernon Hills, IL 60061
Phone: 847-367-3726
Email: christopherv@vhills.org

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

IN WITNESS WHEREOF, the Stormwater Management Commission and the Village of Vernon Hills have caused this Agreement to be executed by their duly authorized representatives.

VILLAGE OF VERNON HILLS:



Roger Byrne, President
Village of Vernon Hills

6/18/2024
Date

STORMWATER MANAGEMENT COMMISSION:

Kurt Woolford, Executive Director
Lake County Stormwater Management Commission

Date

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2024-084

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COUNTY STORMWATER MANAGEMENT COMMISSION FOR THE SEAVEY MASTER
PLAN PROJECT PHASE 3

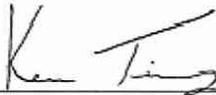
THE 18th DAY OF JUNE 2024

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
18th day of June, 2024

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2024-084 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH LAKE COUNTY STORMWATER MANAGEMENT COMMISSION FOR THE SEAVEY MASTER PLAN PROJECT PHASE 3 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM JUNE 18, 2024 TO JUNE 28, 2024.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18th DAY OF JUNE 2024



Notary Public

