

**VILLAGE OF VERNON HILLS  
ORDINANCE 2025-022**

**AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING  
WITH VERNON HILLS PARK DISTRICT 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 Vernon Hills Park District and the Village of Vernon Hills desire to work together on a stormwater infrastructure project to resolve drainage and flooding-related problems impacting properties located on Village and Park District property; and

**WHEREAS**, the Village will be the lead agency in this project; and

**WHEREAS**, the Vernon Hills Park District will allow access to the Village’s contractor and provide funding as outlined in the MOU; and

**WHEREAS**, the Village Board hereby agrees that this MOU 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 Memorandum of Understanding with the Vernon Hills Park District 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 2025-022.

Dated the 18th of February, 2025.

Adopted by roll call votes as follows:

AYES: 5 – Schenk, Forster, Oppenheim, Koch, Byrne

NAYS: 0 – None

ABSTAIN: 1 - Marquardt

ABSENT AND NOT VOTING: 1 - Takaoka

*[Signature Page to Follow]*

  
Roger L. Byrne, Village President

PASSED: 02/18/2025  
APPROVED: 02/18/2025  
ATTEST: 02/18/2025

  
Kevin Timony, Village Clerk



**EXHIBIT A**

**MEMORANDUM OF UNDERSTANDING BETWEEN VILLAGE OF VERNON  
HILLS AND VERNON HILLS PARK DISTRICT**

## **MEMORANDUM OF UNDERSTANDING**

Between

Village of Vernon Hills

And

Vernon Hills Park District

Date: January 16, 2025

Subject: Seavey Ditch Stream Restoration Project on Park District Property

### **1. Purpose**

This Memorandum of Understanding (MOU) is entered into by the Village of Vernon Hills (hereinafter referred to as "Village") and Vernon Hills Park District (hereinafter referred to as "Park District") to outline the collaborative efforts and responsibilities for completing a stream restoration project (Improvements) on a portion of Park District property.

### **2. Background**

The Village and the Park District recognize the need for restoring Seavey Ditch to address erosion while improving water quality and habitat. The stream restoration project aims to address sedimentation concerns, enhance biodiversity, and provide long-term benefits to the community.

### **3. Scope of the Agreement**

The scope this MOU are as follows:

- a. The proposed Improvements are conceptually referenced in Attachment A and made a part hereof.
- b. The proposed Improvements shall include, but not be limited to the following:
  - i. The clearing of vegetation within the worksite.
  - ii. The re-grading of channel banks and installation of riprap along the subject project reach.
  - iii. Planting of native seed and select trees through the project corridor.
  - iv. Access to the park district property south of Greggs Parkway for the purposes of installing a sedimentation basin.
- c. Outline the financial and resource contributions of each party.
- d. The Village agrees that it shall provide the Park District with the ability to review and approve the plans and specifications for the construction of the Improvements. The Park District agrees it will review such plans and specifications within thirty (30) days of its receipt of same. If the Park District fails to review such plans and specifications within this 30-day time frame and advise the Village regarding its acceptance or rejection of such plans and specifications, such plans and specifications shall be deemed approved by the Park District. Approval of such plans and specifications shall not be unreasonably withheld.

#### **4. Anticipated Project Schedule**

- a. The Improvements construction is anticipated to commence in early spring 2025 with site clearing activities. Substantial completion of the Improvements is anticipated by the end of the 2025 construction season.
- b. Notwithstanding any unforeseen circumstances, the Village shall adhere to the best of its ability to the anticipated project schedule set forth herein. If deviation or revision of this schedule is necessary, the Village shall advise the Park District of the same and the Village and Park District shall jointly accommodate any issues that may arise as a result of the deviation or revision in the schedule. Construction of the Improvements shall not commence until the Park District is satisfied that the Village has provided sufficient assurance and security to reasonably guarantee the design, construction and completion of all the Improvements according to the construction schedule. All contractors performing work on the Improvements shall warrant their work and such warranties shall extend to both the Village and Park District.
- c. The Park District shall designate a representative for the Improvements project. The Park District representative shall be invited and permitted to attend and participate in all design, pre-construction and construction progress meetings and shall be permitted to observe the construction work in progress during normal business hours. The Park District shall be copied on all project-related correspondence.

- d. It is agreed by both parties that if during the construction of the Improvements, or at any time prior to such construction, the Village discovers environmental contamination or hazardous materials on the Park District property, the Village shall handle and dispose of such materials pursuant to State law and at its own expense. The Park District, as the owner of project property, shall fully cooperate with the Village with regard to any environmental remediation. This includes, but is not limited to, execution of any documents regarding environmental remediation on Park District property.

## **5. Roles and Responsibilities**

### **5.1 Village**

The Village agrees to:

- a. Assume responsibility for the design of proposed Public Improvements.
- b. Coordinate and oversee the maintenance of the Improvements for the initial 3-year grow-in period. Except for emergency situations, the Village shall provide no less than five (5) days advance written notice to the Park District before beginning any work or maintenance on the Improvements. In the event of an emergency, if prior notice is not possible, the Village shall provide notice at the earliest reasonable opportunity. It is agreed that maintenance shall not include routine landscaping and lawn mowing. Any damage to the Improvements shall be reported to the Village by the Park District within a reasonable period of time after it is discovered by Park District after which the Village shall be provided a reasonable period of time to make such repairs as are deemed necessary. After the 3-year period the maintenance obligation will return to the Park District.
- c. Procure and construct the Improvements

### **5.2 Park District**

The Park District agrees to:

- a. Grant access to and use of the park property for the duration of the project.
- b. Cooperate with the Village in project planning and implementation.
- c. Retain sole and exclusive responsibility for the maintenance of mowed areas following implementation of the Improvements.
- d. After the 3-year grow-in period of the improvements, the Park District will be responsible for the maintenance of the project area.

## **7. Financial Arrangements and Payment Terms**

### **7.1 Initial Project Costs**

The Park District agrees to pay the Village \$100,000 for the Project Expense Match (“PEM”) per the terms of the Intergovernmental Agreement between the Village of Vernon Hills and the Lake County Stormwater Management Commission. This amount will be due upon completion of the work on Park District property. The remaining PEM of \$287,255 will be funded by the Village.

### **7.2 Maintenance Expenses**

The Village will pay for the maintenance during the initial 3-year grown-in period. In 2029, after the initial 3-year grow-in period, the Park District will be responsible for all expenses associated with the maintenance responsibilities on the property.

## **7. Reporting and Communication**

Both parties agree to:

- a. Hold regular meetings (e.g., monthly) to review project progress and address any issues.
- b. Provide written progress reports to each other on a Monthly basis.
- c. Designate primary contacts for project-related communications:
- d. Village Contact: Christopher Venatta, Public Works Director / Village Engineer  
[christopherv@vhills.com](mailto:christopherv@vhills.com) (847)918-3544
- e. Park District Contact: Mark Fleishmann, Superintendent of Parks  
[markf@vhparkdistrict.org](mailto:markf@vhparkdistrict.org) (847)996-6817

## **8. Indemnification and Insurance**

### **8.1 Indemnification.**

To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, its elected and appointed officers, officials, employees, volunteers and agents (collectively, the “Indemnitees”), from and against any and all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorneys’ and paralegals’ fees and court costs), incurred by any of the Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of or resulting from any activity, act or omission of the indemnifying Party, or of any employee, agent, affiliate, vendor, co-sponsor, invitee, contractor, or volunteer of the indemnifying Party (the indemnifying Party and each and every such other person being hereinafter individually and collectively referred to as the “Indemnitor”), but only to the extent caused in whole or in

part by any wrongful or negligent act or omission of the Indemnitor. Similarly, each Party shall indemnify, defend and hold harmless the Indemnitees from and against any and all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorneys' and paralegals' fees and court costs), incurred by any of the Indemnitees by reason of the Indemnitor's breach of any of its obligations under this Agreement.

## **8.2 Insurance.**

At all times while this Agreement remains in effect, each Party shall procure adequate insurance and/or self-insurance to protect itself, its officers, employees and agents from any liability for bodily injury, death and/or property damage in connections with the improvements and uses contemplated pursuant to this Agreement or any exhibits attached hereto.

## **8.3 Contractors/Subcontractors Insurance and Indemnification.**

In addition to the Parties' insurance obligations set forth above, both Parties shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement to obtain and keep in full force and effect for so long as any claim relating to the proposed work legally may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided in Exhibit A attached hereto and incorporated herein by reference, and to otherwise comply with all other requirements set forth therein. Both Parties shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement to defend, indemnify and hold harmless the Park District and Village in accordance with and as more fully set forth in Subsection D of Exhibit A attached hereto.

## **9. Compliance and Permits**

Both parties agree to adhere to all applicable laws, regulations, and permits required for the stream restoration project. Any necessary permits will be obtained by the Village.

## **10. Dispute Resolution**

The parties will attempt to resolve any disputes arising from this MOU through informal negotiations between the parties, including mediation, if agreed by both parties, before pursuing other legal remedies.

**11. Signatures**

By signing below, the authorized representatives of the Village and the Park District agree to the terms and conditions set forth in this Memorandum of Understanding.

Village of Vernon Hills

Signature: Kevin Timony

Name: Kevin Timony

Title: Village Manager

Date: 2/18/2025

Vernon Hills Park District

Signature: David Doerhoefer

Name: DAVID DOERHOEFER

Title: PRESIDENT, BOARD OF COMMISSIONERS

Date: 1-16-25

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**Attachments:**

**Attachment A: Proposed Improvements Concept Map**

**Attachment B: Project Timeline**

**EXHIBIT A  
INSURANCE REQUIREMENTS**

**A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District and Village, and their elected and appointed officials, officers, employees, agents, and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District and Village. Any insurance or self-insurance maintained by Park District and Village shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**B. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

**C. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Park District and Village with a certificate(s) of insurance, and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of Park District or Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District or Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Park District and Village shall have the right, but not the obligation, of prohibiting Contractor or any of Contractor's employees, agents, contractors, or subcontractors from entering Park District or Village property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District and Village.

## **2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the Park District and Village has the right to reject insurance written by an insurer it deems unacceptable.

## **3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Contractor hereby represents to and covenants with the Park District and Village that Contractor has and shall maintain (and encumber as necessary) adequate financial resources to cover and protect the Park District and Village, their elected or appointed officials, officers, employees, agents, and volunteers with respect to any claim arising out of the activities to be conducted by or on behalf of Contractor on Park District or Village property that falls within a deductible or self-insured risk and is thereby not covered by insurance required to be provided under this Agreement.

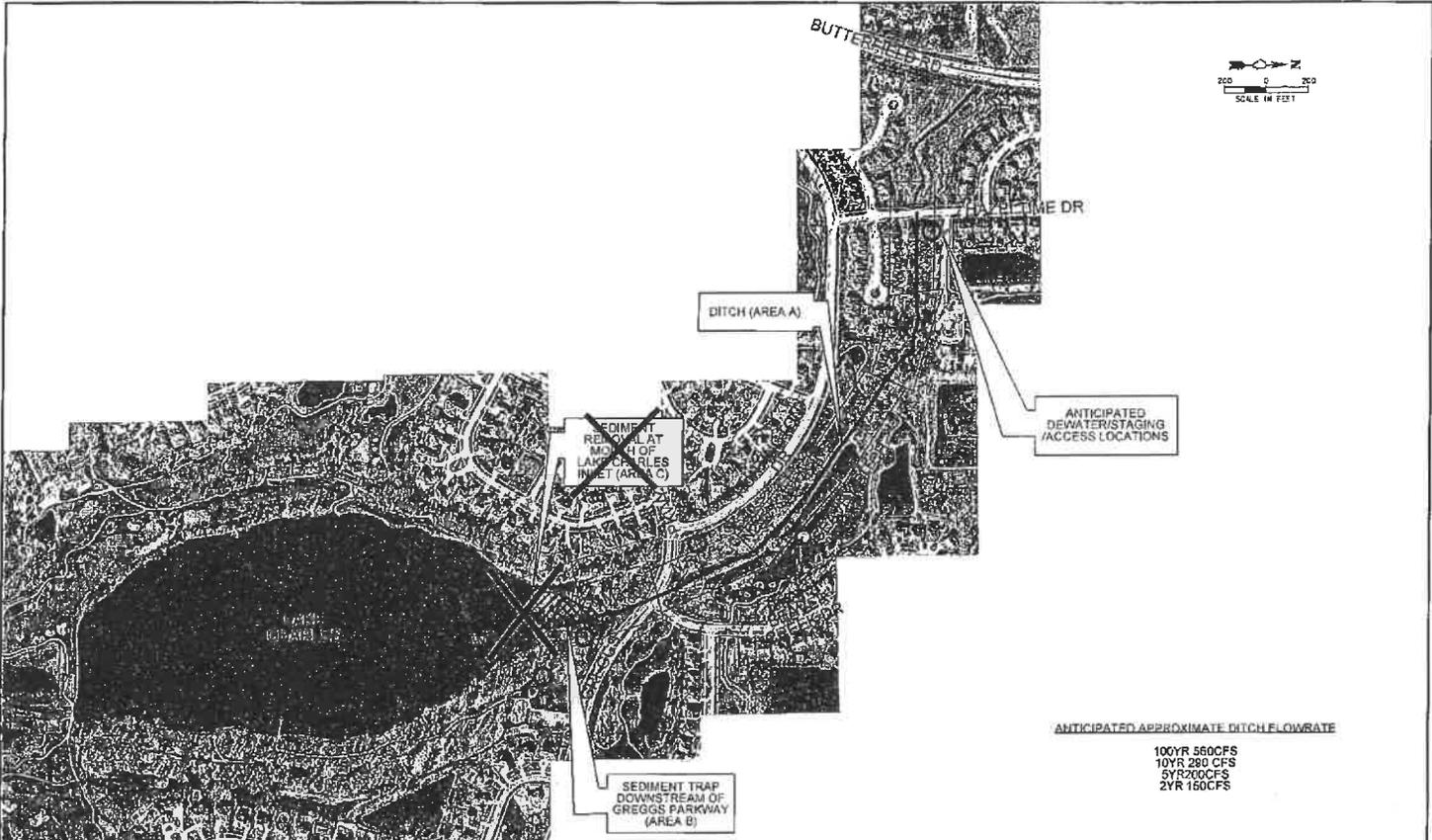
## **4. Subcontractors**

Contractor shall cause each contractor or subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District or Village, Contractor shall furnish copies of certificates of insurance and applicable policy endorsement evidencing coverage for each subcontractor.

## **D. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and Village, and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to

legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District and Village, and their officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.



ANTICIPATED APPROXIMATE DITCH FLOWRATE

100YR 560CFS  
 10YR 280 CFS  
 5YR 200CFS  
 2YR 160CFS

**CB** CHRISTOPHER B. BURKE ENGINEERING, LTD.  
 8575 W. Maple Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 829-0950

*Stormwater*  
 MANAGEMENT CONSULTING  
 500 WEST WINCHESTER ROAD  
 E. LOUETTAVILLE, IL 60046

VILLAGE OF  
 VERNON HILLS  
 200 FRENCH BLVD  
 VERNON HILLS, IL 60061

| NO. | DATE | NATURE OF REVISION | BY | CHKD. | APP'D. |
|-----|------|--------------------|----|-------|--------|
|     |      |                    |    |       |        |
|     |      |                    |    |       |        |

**SEAVEY DITCH AND LAKE CHARLES RESTORATION PLAN OVERALL PLAN**

PROJ. NO. 20080  
 DATE: 07/25/08  
 SHEET 1 OF 50  
 DRAWING NO.  
 OVR

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2025-022

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH  
VERNON HILLS PARK DISTRICT FOR THE SEAVEY MASTER PLAN PROJECT  
PHASE 3

THE 18<sup>th</sup> DAY OF FEBRUARY 2025

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
18<sup>th</sup> day of February, 2025



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. 2025-022 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH VERNON HILLS PARK DISTRICT FOR THE SEAVEY MASTER PLAN PROJECT PHASE 3 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM FEBRUARY 18, 2025 TO MARCH 4, 2025.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 18th DAY OF FEBRUARY 2025

  
\_\_\_\_\_  
Notary Public

