

INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY
STORMWATER MANAGEMENT COMMISSION
and the
VILLAGE OF BUFFALO GROVE
for the
BORDEAUX WETLAND RESTORATION AND DRAINAGE
IMPROVEMENTS PROJECT

THIS IS AN AGREEMENT by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 W. Winchester Rd., Libertyville, Illinois 60048 (hereinafter called SMC) and the Village of Buffalo Grove c/o Kyle Johnson, 50 Raupp Boulevard, Village of Buffalo Grove, Illinois 60089 (hereinafter called VILLAGE).

PROJECT DESCRIPTION

The Bordeaux Native Areas are an eleven (11) acre wetland complex located in the Village of Buffalo Grove on the southwest corner of the intersection of Aptakisic Road and North Buffalo Grove Road hereinafter called the PROJECT AREA. This work is hereinafter called the PROJECT. The PROJECT consists of eleven (11) acres of wetland restoration in the PROJECT AREA, including 2,100 linear feet of streambank stabilization, invasive vegetation management, native prairie plantings, wetland plantings, and multiuse trail improvements. The project will improve drainage in Aptakisic Creek, reduce flooding of a multiuse trail, and reduce damage to the Prairie Elementary School parking lot.

SCOPE OF WORK

1. The VILLAGE will complete the PROJECT as described above.
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, the 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 and materials that will be used during implementation of the PROJECT.
4. For work performed within a public road right-of-way (ROW), easement documentation is not required. However, except when the jurisdictional road authority is performing the work, no work shall occur without appropriate permits or authorization from the jurisdictional road authority.

5. Where in-the-ground construction will or may occur outside the road ROW, the VILLAGE shall provide SMC with evidence of all land rights necessary to complete and maintain the PROJECT. SMC staff may provide limited assistance. The required documents obtained from the record Owner(s) on each parcel shall include:
 - a) A recordable permanent easement for the PROJECT land area where the stormwater infrastructure (e.g., drainageway, storage area, etc.) is located;
 - b) If necessary, a temporary construction easement (or other right of access) to access the construction site (permanent easement premises).
 - c) If necessary, a recordable permanent ingress and egress (easement) access path or access point for the purpose of accessing the permanent easement premises to maintain the area associated with 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 (e.g., Owner-executed license agreement).

6. The VILLAGE will obtain all permits and written authorizations and will conduct all consultations 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), a consultation with the Illinois Department of Natural Resources (IDNR) regarding state listed threatened and endangered species, and authorization from the road authority. Please note that all permit and consultation fees are the responsibility of the VILLAGE and are not reimbursable under this AGREEMENT; however, such permit fees may count toward the VILLAGE's share of the total PROJECT cost.
7. 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 written progress report on the PROJECT to SMC on or before July 31, 2025.
2. The VILLAGE shall complete the PROJECT on or before November 30, 2025. If necessary, the VILLAGE may request an extension from SMC (in writing) prior to November 1, 2025.

3. The VILLAGE shall submit a written final report on the PROJECT to SMC on or before November 30, 2025. If necessary, the VILLAGE may request an extension from SMC (in writing) prior to November 1, 2025.
4. The VILLAGE shall submit a written request for reimbursement of eligible PROJECT expenses to SMC on or before November 30, 2025. If necessary, the VILLAGE may request an extension from SMC (in writing) prior to November 1, 2025. Unless an extension was requested of—and granted by—the SMC, requests for reimbursement submitted after such date will not be honored.

COMPENSATION

1. The total cost of the PROJECT is approximately \$1,958,000.00.
2. SMC will reimburse the VILLAGE for 50% of eligible PROJECT expenditures made after December 5th, 2024 or \$64,910.00, whichever is less.
3. Final payment of reimbursable expenditures shall become due and payable by SMC after successful completion of the PROJECT and 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, 2025. 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 up to 50% of eligible PROJECT expenditures made up to the date of termination, up to a maximum of \$32,455.00.
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 include in any PROJECT-related publications created for general external circulation, including 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 through a Watershed Management Board Grant.”*

5. This AGREEMENT shall be governed by and construed according to the laws of the State of Illinois.
6. 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:**

VILLAGE OF BUFFALO GROVE:

Kurt A. Woolford
Executive Director

Eric N. Smith
Village President

Date: _____

Date: _____