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LAKE COUNTY STORMWATER

**INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and the
LAKE COUNTY FOREST PRESERVE DISTRICT
for
WETLAND RESTORATION FUND IMPLEMENTATION FOR
GRAINGER WOODS HYDROLOGIC RESTORATION PROJECT**

THIS AGREEMENT, effective this 11th day of January, 2024, is by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 W. Winchester Road, Suite 201, Libertyville, Illinois 60048 (hereinafter called "SMC") and the LAKE COUNTY FOREST PRESERVE DISTRICT, 1899 W. Winchester Road, Libertyville, Illinois 60048 (hereinafter called "LCFPD").

I. PROJECT DESCRIPTION

SMC maintains and controls a "Wetland Restoration Fund," into which SMC deposits fees ("Fees-in-Lieu") paid by parties whose construction activities impact wetlands and waters that are subject to SMC's jurisdiction ("Developers"). From time to time, SMC enters into an agreement with a party, such as this Agreement, under which (i) the party agrees to complete a wetland creation, restoration, or enhancement project, the benefits of which will result in "mitigation credits" that mitigate the impacts caused by Developers who have paid Fees-in-Lieu and (ii) SMC uses Fees-in-Lieu deposited within the Wetland Restoration Fund to reimburse the party for such work. SMC and the District enter into this Agreement with the intent of (i) LCFPD causing the Grainger Woods Hydrologic Restoration Project to be performed, (ii) such project resulting in the achievement of a minimum of 3.95 acres of mitigation credits, and (iii) SMC reimbursing LCFPD for certain costs of such project.

The Grainger Woods Hydrologic Restoration Project (hereinafter referred to as "Project") involves the restoration of an approximately 52.3-acre section of the approximately 329-acre Grainger Woods Conservation Preserve located south of Illinois Route 60 and east of St. Mary's Road in Mettawa, Lake County, Illinois. The "Project Area" includes land owned by two entities. The western parcels of the Project Area adjacent to St. Mary's Road totaling 18.1-acres are owned by Mr. George M. Covington, as trustee under a trust agreement dated September 15, 1959 (PIN #s 1502300006 & 1502300007) and are generally depicted on ATTACHMENT A collectively as "Forest Preserve Easement." However, pursuant to the "Grant of Conservation Right and Easement," dated May 8, 2013, and recorded in the Office of the Lake County Recorder as Document No. 6993598 (the "Conservation Easement Grant"), Mr. Covington has granted a conservation right and easement to LCFPD within the Easement Parcels to allow LCFPD to manage the Easement Parcels, as stated in the Conservation Easement Grant (the "Conservation Easement"). The eastern, internal parcel of the Project Area, totaling 34.2 acres and generally depicted on ATTACHMENT A as the "Forest Preserve Property" within the "Proposed Project Area," is wholly owned and managed by LCFPD (PIN #1502100022).

The western portion of the Project Area currently consists of a mixture of oak woodland and northern flatwoods habitats. Wetland communities in this area have reduced physical function due to hydrologic modifications, especially from the drain tiles in this area (approximately 6,954 linear feet of drain tiles have been identified within the Project Area). The eastern portion of the Project Area is primarily characterized by 'old field' vegetation (i.e., a mix of native and non-native species often found in land formerly used for agricultural purposes). The LCFPD plans to promote northern flatwoods

development/succession on the western portion of the Project Area and northern flatwoods/sedge meadow establishment on the eastern portion of the Project Area.

II. SCOPE OF WORK

The "Project" includes the work depicted on the SMC-permitted plans (WDP-23-605) titled "Lake County Forest Preserve District, Grainger Woods Hydrologic Restoration Project," prepared by Hey and Associates, Inc., dated April 14, 2023, and consisting of 11 sheets (the "Work Plans"), and includes (i) the disablement of drain tiles to restore historic wetlands (i.e., drained hydric soils), (ii) creation of a wetland area by grading a shallow swale to connect restored wetlands, (iii) enhancement of two existing wetlands primarily through vegetative management techniques, and (iv) enhancement of upland buffer areas surrounding the wetlands, all of which are intended to satisfy the Mitigation Goals and Performance Standards defined in Section V.2 of this IGA.

The Project is expected to generate a total of 25.99 acres of "mitigation credit" through 23.07 acres of wetland restoration (100% credit/ac. within the Project Area interior and 75% credit/ac. within the perimeter buffer), 0.61 acre of wetland creation (100% credit/ac. within the Project Area interior and 75% credit/ac. within the perimeter buffer), 20.06 acres of existing wetland enhancement (25% credit/ac.) and 3.81 acres of upland buffer enhancement. The Mitigation Credits Overall Plan (Drawing No. C2.0) by Hey & Associates, Inc. illustrates the intended credits and is included as ATTACHMENT B of this AGREEMENT. LCFPD will not have any right to sell, convey, or otherwise use the mitigation credits, which are intended to offset impacts to isolated waters of Lake County that have already occurred or been authorized by SMC.

III. PROJECT SCHEDULE

LCFPD shall use good faith efforts to cause the Project work to proceed according to the PROJECT SCHEDULE included as ATTACHMENT C. The parties shall work cooperatively and in good faith to extend or otherwise adjust the dates in the PROJECT SCHEDULE to address any issues that arise and have a significant impact on the PROJECT SCHEDULE.

IV. COMPENSATION

The PROJECT BUDGET is included as ATTACHMENT D of this AGREEMENT. SMC shall reimburse LCFPD for Project costs incurred by LCFPD, subject to the following:

1. The total amount reimbursable by SMC through the SMC Wetland Restoration Fund (WRF) shall not exceed \$354,695.00 for costs incurred during the completion of the Project in accordance with the WRF Implementation Guidance Document (Revision #2, dated August 4, 2022) for tasks associated with the Work Plans (the "Guidance Document") and incurred prior to SMC "Mitigation Sign-off" (as stated in the PROJECT SCHEDULE). SMC is not obligated to reimburse LCFPD for any costs in excess of \$354,695.00.
2. The LCFPD shall provide documentation of costs incurred for which LCFPD is seeking reimbursement.
3. The LCFPD may periodically submit to the SMC invoices for reimbursement to the LCFPD of reimbursable costs. Payment of reimbursable costs identified in an invoice shall be due and payable by the SMC within 60 days after its receipt of the LCFPD's invoice and cost documentation.

for the work described in such invoice and SMC's determination that the work described in such invoice has been satisfactorily completed.

4. SMC shall retain 10% from each payment, up to a total retained amount of 10% (\$35,469.50) of the total funding committed by this AGREEMENT until the LCFPD has successfully completed the Project. Final payment of reimbursable costs by the SMC upon Project Completion, as provided for in Section V.3, shall occur when the SMC agrees that the Project meets the Mitigation Goals and Performance Standards (defined in Section V.2).

V. TERMS AND CONDITIONS

1. Permit Requirements - The project shall be in full compliance with SMC's Permit #WDP-23-605 dated August 1, 2023, and the U.S. Army Corps of Engineers' (USACE) permit #LRC-2022-610 dated June 15, 2023. SMC's authorization and financial support for the Project is conditioned on LCFPD performing the Project in compliance with all applicable federal, state, and local statutes and regulations.
2. Mitigation Goals and Performance Standards - The Project will (i) satisfy the performance standard requirements as defined in Appendix N of SMC's Watershed Development Ordinance ("WDO", dated July 11, 2023), (ii) satisfy the project-specific standards outlined in the Project Mitigation Document attached as ATTACHMENT E and the Monitoring and Management Plan attached as ATTACHMENT F, and (iii) meet the provisions of the Guidance Document (collectively, the "Mitigation Goals and Performance Standards").
3. Project Completion - The LCFPD's responsibility for the mitigation wetlands and buffers in the Project Area shall be released in writing by the SMC as follows: After the minimum 5-year performance period required by the WDO, the LCFPD shall provide written notification to the SMC along with the following information: 1) a scaled plan (min. 1 in. = 100 ft.) showing the delineated wetland boundaries and actual acreages of the mitigation wetlands and wetland buffers, and 2) a summary of how the Performance Standards have been met for each wetland and buffer. Upon notification, the SMC shall review the submitted information and perform a site inspection to evaluate whether the Mitigation Goals and Performance Standards have been satisfied. If the Mitigation Goals and Performance Standards have been met, the SMC shall notify the LCFPD in writing that LCFPD is released from its responsibility for the mitigation site. If the SMC determines that the Mitigation Goals and Performance Standards have not been met based on the information submitted and site inspection, the SMC shall notify the LCFPD in writing of the specific shortfalls. The LCFPD shall be granted a specified, reasonable time limit to respond to the identified shortfalls. Failure to fully respond to the identified shortfalls within the specified time limit may result in SMC's use of the 10% retainer to correct the shortfalls. Upon correction of the shortfalls, SMC shall notify the LCFPD in writing that LCFPD is released from its responsibility for the mitigation site.
4. Contractor Review - LCFPD intends to enter into contracts with third parties under which such third parties will perform all or portions of the Project. If, under the Downstate Forest Preserve District Act (70 ILCS 805/0.001 et seq.), the District must award such a contract to the lowest responsible bidder, the District shall (i) solicit bids for the contract from contractors; (ii) require the contractors, in conjunction with their bids, to identify each of its subcontractors; and (iii) upon receipt of such bids, provide SMC with the names of each bidding contractor and its proposed

subcontractors. Prior to awarding a contract, LCFPD shall provide SMC an opportunity to provide comments concerning such contractors and subcontractors.

5. Pre-Construction Meeting and Inspections - The SMC shall participate in the pre-construction meeting and will conduct field inspections of the Project Area prior to construction, following construction and during Project work in conjunction with the following milestones: completion of grading, during planting, vegetation establishment, and annual site visits during the growing season.
6. Applicable Law - This Agreement shall be governed by and construed according to the laws of the State of Illinois.
7. Merger - This Agreement supersedes any and all other Agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
8. Amendments - All amendments, modifications, adjustments, additions, and/or deletions to this Agreement are valid only if approved in writing by the authorized representatives of both parties.

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:**

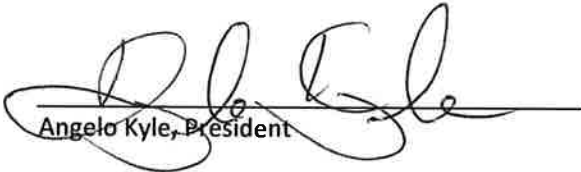


Kurt Woolford, Executive Director

1/19/2024

Date

LAKE COUNTY FOREST PRESERVE DISTRICT:

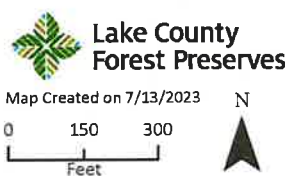
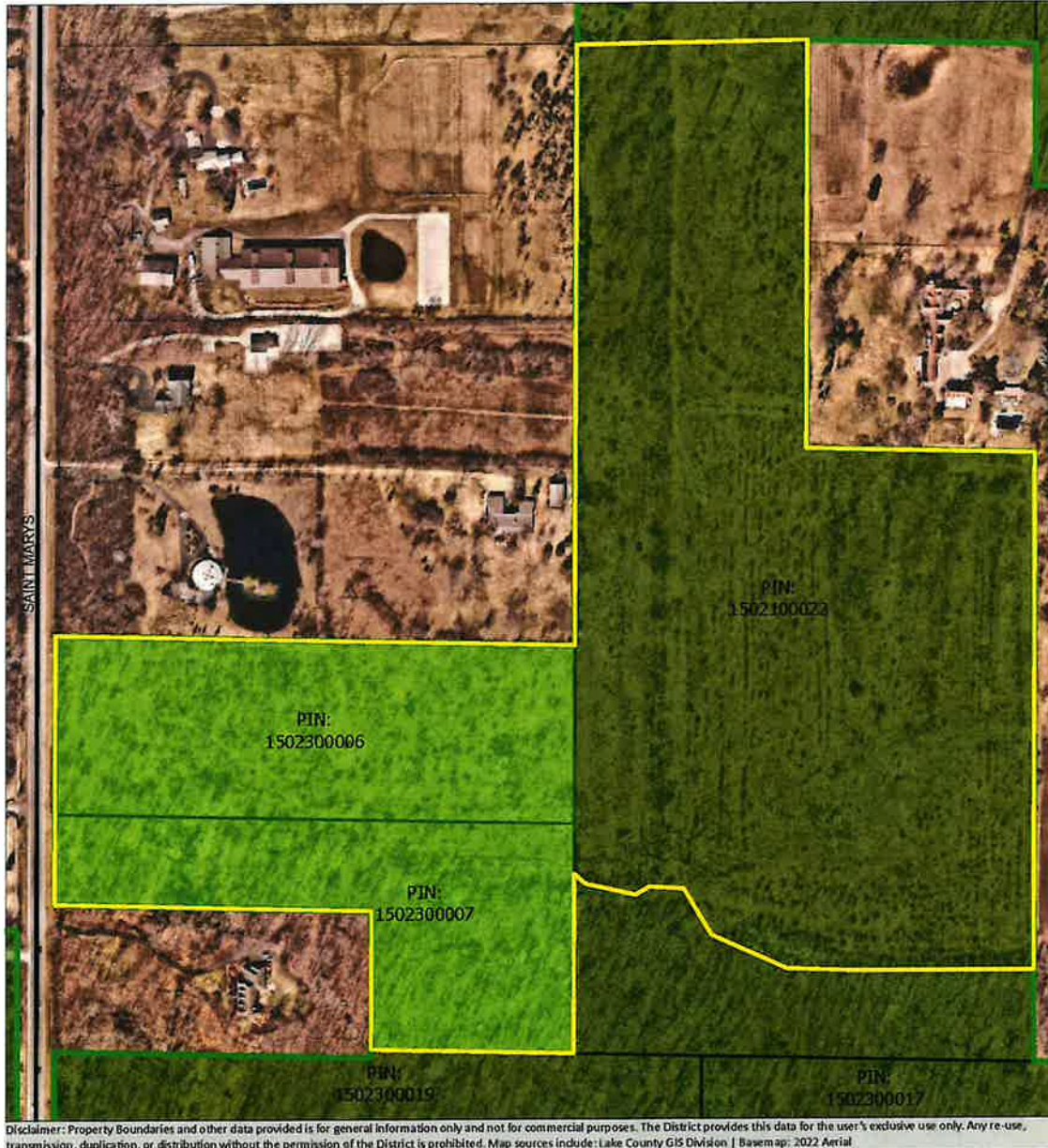

Angelo Kyle, President

2-8-2024

Date

ATTACHMENT A – PARCEL MAP

SMC WETLAND RESTORATION FUND - RFP 2022 PROPOSED PROJECT AREA - GRAINGER WOODS CONSERVATION PRESERVE



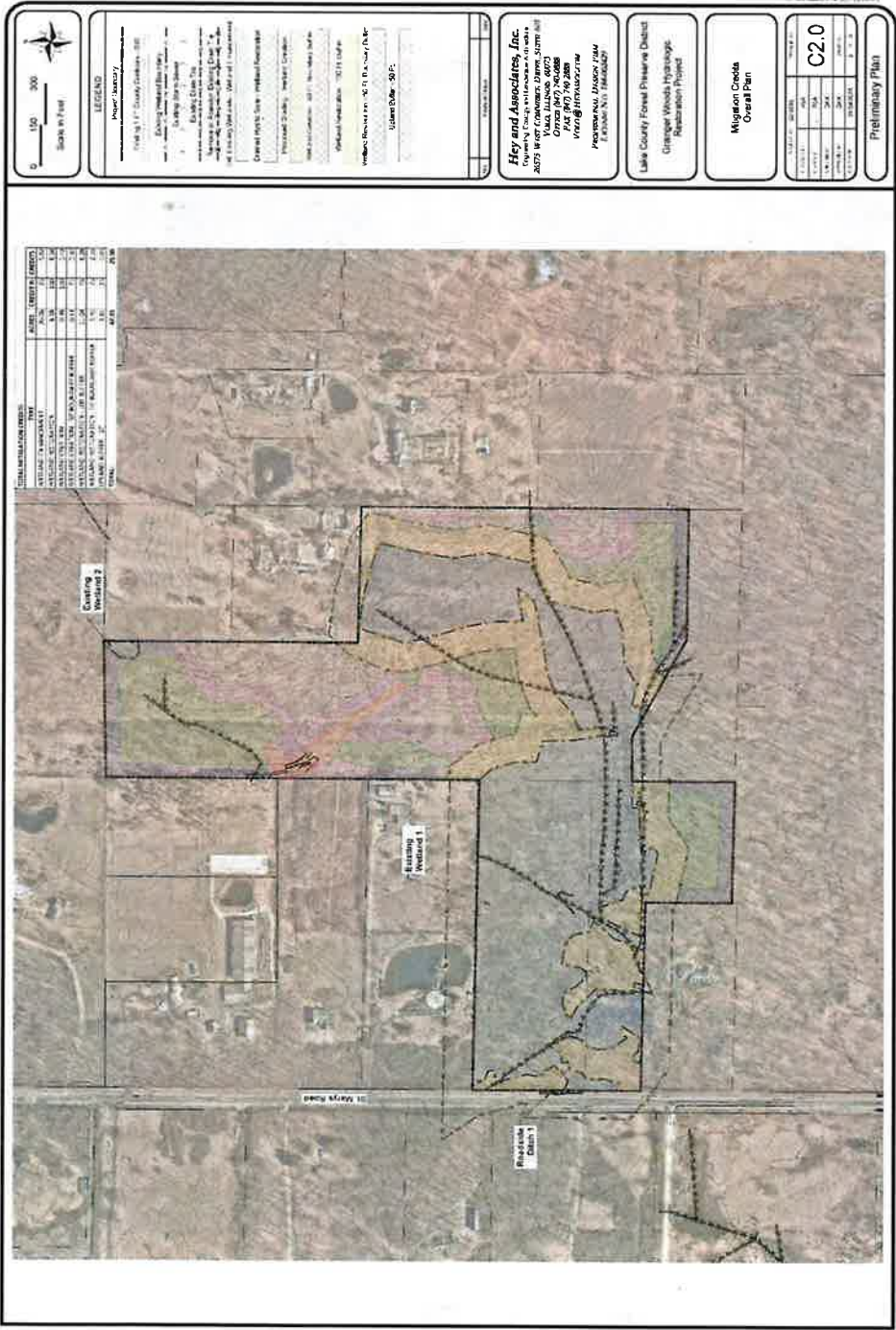
LEGEND

- Road Centerline
- Proposed Project Area

- Forest Preserve Boundaries
- Forest Preserve Property

- Forest Preserve Easement
- County Parcel Data

ATTACHMENT B – MITIGATION CREDITS OVERALL PLAN



ATTACHMENT C - PROJECT SCHEDULE

Task	Proposed Schedule
Project Administration	October 2023 - 2030
Final Design	October 2023
Permitting	In Progress, anticipate approvals October 2023
Construction	October 2023 - December 2023
<i>Tile Disablement</i>	October 2023 - December 2023
<i>Berm Construction</i>	October 2023 - November 2023
Construction Oversight; DECI Inspections	October 2023 - December 2023
Operations and Maintenance	January 2024 - September 2024
<i>Bidding Seed Purchase; Phase 1</i>	March 2024
<i>Bidding Seed Purchase; Phase 2+</i>	March 2025*
<i>Bidding Invasive Species Control; Phase 1</i>	August 2024
<i>Bidding Invasive Species Control; Phase 2+</i>	August 2025*
<i>Bidding Plant Plug Purchase/In-house Grow</i>	October 2024
<i>Bidding Native Shrub Purchase; Phase 1</i>	January 2025
<i>Bidding Native Shrub Purchase; Phase 2</i>	January 2026*
<i>Plant Plug Installation</i>	June 2025
<i>Native Seed Installation; Phase 1 (In-house)</i>	November 2024 - January 2025
<i>Native Seed Installation; Phase 2+ (In-house)</i>	November 2025 - January 2026*
<i>Native Shrub Installation; Phase 1 (In-house)</i>	September 2025
<i>Native Shrub Installation; Phase 2 (In-house)</i>	September 2026*
<i>Performance Monitoring</i>	June 2025 - September 2030
Mitigation Sign-off**	October 2030

* subsequent phases will be determined by LCFPD Project Manager and will be performed on an 'as needed' basis

** sign off may require final wetland delineation and report creation/submittal

ATTACHMENT D – PROJECT BUDGET

SMC WETLAND RESTORATION FUND - REQUEST FOR PROPOSALS 2022
APPLICANT: LAKE COUNTY FOREST PRESERVE DISTRICT
PROJECT NAME: GRAINGER WOODS - CENTER FLATWOODS HYDROLOGIC RESTORATION
PROJECT SITE: GRAINGER WOODS CONSERVATION PRESERVE AND ADJACENT EASEMENT PARCELS

PROPOSED PROJECT BUDGET

Last modified: 3/8/2022

Item Description	# of Units	Units	Est. Unit Cost	Est. Total Cost	WRF Funding Requested	Local Match	Type of Match	Match Source	NOTE:
Administrative									
Project Management	200	Hours	\$ 70.00	\$ 14,000.00		\$ 14,000.00	IN-KIND	Matt Ueltzen time	
Hydrologic Restoration Oversight	24	Hours	\$ 70.00	\$ 1,680.00		\$ 1,680.00	IN-KIND	Kevin Kleinjan time	
Crew Supervision	48	Hours	\$ 70.00	\$ 3,360.00		\$ 3,360.00	IN-KIND	F. Volm/D. Cassin time	
Planning and Engineering									
Drain Tile Investigation/Mapping	1	Lump Sum	\$ 12,790.00	\$ 12,790.00		\$ 12,790.00	CASH	Farm Management	
Detailed Soil Survey	1	Lump Sum	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	CASH	Farm Management	
Engineering/Design Plan Development	1	Lump Sum	\$ 61,070.00	\$ 61,070.00		\$ 61,070.00	CASH	SDPR CIP	
Final Plan, Delineation, Permitting	1	Lump Sum	\$ 30,000.00	\$ 30,000.00	\$ 25,650.00	\$ 4,350.00	CASH	Farm Mgmt./Donation	Contract
Construction									
Drain Tile Disassembly	120	Hours	\$ 75.00	\$ 9,000.00		\$ 9,000.00	IN-KIND	Labor - HEC	
Hydrologic Modifications (Solid Pipe Installation, Swale Construction, etc.)	300	Hours	\$ 75.00	\$ 22,500.00		\$ 22,500.00	IN-KIND	Labor - HEC	
Hydrologic Modification & SE/SC Materials	1	Lump Sum	\$ 27,050.00	\$ 27,050.00	\$ 27,050.00				Material Purchase
Rubber Track Carrier Rental	2	Weeks	\$ 4,000.00	\$ 8,000.00		\$ 8,000.00	CASH	Farm Mgmt./Donation	
Planting									
Plant Materials	1	Lump Sum	\$ 116,500.00	\$ 116,500.00	\$ 116,500.00				
Temp/Permanent Seed Installation	130	Hours	\$ 58.00	\$ 7,540.00		\$ 7,540.00	IN-KIND	Labor - NRC	Material Purchase
Plant Plug Installation	25000	Each	\$ 1.25	\$ 31,250.00	\$ 31,250.00				Contract
Native Shrub Installation	225	Hours	\$ 58.00	\$ 13,050.00		\$ 13,050.00	IN-KIND	Labor - NRC	
Management and Monitoring									
Invasive Species Control	5	Year	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00				Contract
Woody Invasive Species Clearing/Follow-up	2000	Hours	\$ 36.00	\$ 72,000.00	\$ 72,000.00				Contract
Land Value									
Estimated Land Value	52.3	Acre	\$ 4,000.00	\$ 209,200.00		\$ 209,200.00	CASH		
Contingency									
10% Contingency (WRF Funds Only)				\$ 32,245.00	\$ 32,245.00				
TOTALS:				\$ 731,235.00	\$ 354,695.00	\$ 376,540.00			

51.5% LOCAL MATCH PERCENTAGE