



STORMWATER MANAGEMENT COMMISSION

MEMORANDUM

TO: Lake County Stormwater Management Commission

FROM: Juli Crane, Principal Wetland Specialist
Mike Warner, Executive Director

DATE: January 24, 2020

RE: Stormwater Infrastructure Repair Fund (SIRF)
Village of Green Oaks – Meadow Haven Creek Drainage Improvements

ACTION REQUESTED: APPROVAL OF AGREEMENT AND AWARD OF \$15,000

SMC staff recommends approval of the Agreement for the Village of Green Oaks' Meadow Haven Creek Drainage Improvements Project. The project scope involves replacing three failing culverts (one culvert each on Shannondale Road, Heathercliff Drive, and Guerin Road), clearing invasive species, regrading the creek channel to a trapezoidal shape, installing two riffle checks, and revegetating disturbed areas with native plants.

The project is consistent with SIRF program objectives as it will proactively and preventatively address failing culverts and residential flooding concerns by providing incremental protection up to at least the approximate 10-year storm event. In addition, the project will improve general conveyance, which has potential to benefit an Environmental Justice area to the east and upstream of the project site, improve water quality, and address nuisance flooding at nine properties to beyond the 20-year storm event.

The estimated project cost is \$315,000, of which \$300,000 will be covered by the Village of Green Oaks. The Village of Green Oaks is currently requesting \$15,000 of FY2020 SIRF funds.

This project previously received Eligibility Authorization at the January 9, 2020, SMC meeting.

Attached is the Agreement for the project. If you should have any questions about this project, please feel free to contact Juli Crane at 847-377-7708 or jcrane@lakecountyil.gov.

STORMWATER INFRASTRUCTURE REPAIR FUND

INTERGOVERNMENTAL AGREEMENT between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION and the VILLAGE OF GREEN OAKS for Meadow Haven Creek Drainage Improvements

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 GREEN OAKS, 2020 O'Plaine Rd., Green Oaks, Illinois 60048 (hereinafter called the VILLAGE).

PROJECT DESCRIPTION

Guerin Road, Heathercliff Drive, and Shannondale Drive culvert crossings of Meadow Haven Creek in the Village of Green Oaks show signs of failure. In fact, the crossing at Shannondale has already required sinkhole repair. The creek also flows through Meadow Haven Estates near these roads. Having been platted and built prior to the implementation of the county-wide stormwater ordinance, this residential development has floodplain and floodway encroaching on several properties. Further, various homes were built within 40 feet from the centerline of the creek, with limited elevation difference. While overgrowth along Meadow Haven Creek creates debris/log jams (minor) that have potential to cause residential flooding, a culvert failure at the Guerin Road crossing of Meadow Haven Creek, upstream properties will result in a significant risk of flooding.

The VILLAGE proposed to address these concerns by:

1. Replacing culverts at three crossings of Meadow Haven Creek (i.e., Shannondale Road, Heathercliff Drive, and Guerin Road);
2. Removing trees, clearing invasive species, and regrading 500 l.f. and 725 l.f of creek channel to the east and west (respectively) of Heathercliff Drive to a trapezoidal shape (dependent on existing conditions and survey data);
3. Installing two riffle checks within the creek; and
4. Revegetating the disturbed channel slopes with native species (seed and/or plugs, as feasible).

The project is consistent with SIRF program objectives as it will proactively and preventatively address failing culverts and residential flooding concerns by providing incremental protection up to at least the approximate 10-year storm event. In addition, the project will improve general conveyance, which has potential to benefit an Environmental Justice area to the east and upstream of the project site, improve water quality, and address nuisance flooding at nine properties to beyond the 20-year storm event. 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. The VILLAGE will act as project manager overseeing the design and completion of the PROJECT.
2. The VILLAGE will hire all consultants and/or contractors and procure all materials and/or equipment necessary to complete the PROJECT.
3. If requested, 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, at the project outset, 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 shall obtain and provide recorded copies to SMC for all land rights necessary to complete the PROJECT and to maintain the constructed drainage improvements thereafter. SMC staff may assist the record Owner(s) in drawing the required documents for each parcel, which shall include:
 - a. A recordable permanent easement for the PROJECT land area where the stormwater infrastructure (i.e., drainageway, storage area, etc.) is located.
 - b. If necessary, temporary construction easements (or other right of access) to access the PROJECT area or construction site (permanent easement premises).

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). Work within public road rights-of-way shall not be performed without appropriate permits or authorization from the jurisdictional road authority. Evidence of such land rights shall be provided to SMC **prior to** construction.

6. 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, as applicable), a Watershed Development Permit from SMC or, if applicable, the appropriate certified community, a construction stormwater permit from the Illinois Environmental Protection Agency (IEPA), and consultation with the Illinois Department of Natural Resources (IDNR) regarding state-listed threatened and endangered species. Evidence of such permits shall be provided to SMC prior to construction. Please note that permit fees are the responsibility of VILLAGE and are not reimbursable under this AGREEMENT; however, such fees may count toward 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 update report and, upon completion of the PROJECT, a brief one- to two-page written final report with before, during, and after photographs.

SCHEDULE

1. The VILLAGE shall submit a PROJECT WORK PLAN to SMC on or before May 1, 2020.
2. The VILLAGE shall submit a brief written progress report on the PROJECT to SMC on or before July 31, 2020.
3. The VILLAGE shall complete the PROJECT on or before November 30, 2020. If necessary, an extension may be requested in writing by the VILLAGE prior to such date.
4. The VILLAGE shall submit a written final report on the PROJECT to SMC on or before November 30, 2020. If necessary, an extension may be requested in writing by the VILLAGE prior to such date.
5. The VILLAGE shall submit a written request for reimbursement of eligible PROJECT expenditures to SMC on or before November 30, 2020. If necessary, an extension may be requested in writing by the VILLAGE prior to such date. Requests for reimbursement submitted after such date, unless an extension has been granted by SMC, will not be honored.

COMPENSATION

1. The total cost of the PROJECT is approximately \$315,000.
2. SMC will reimburse the VILLAGE for 50 percent of eligible PROJECT expenditures made after execution of this AGREEMENT by SMC, or \$15,000, whichever is less.
3. 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 for the requested reimbursement amount, complete with adequate documentation of the PROJECT expenditures (i.e., invoice), including in-kind services.

TERMS AND CONDITIONS

1. The terms of this AGREEMENT are valid until November 30, 2020.
2. Either party may terminate this AGREEMENT upon 30 days written notice to the other party. In the event of such termination, SMC shall reimburse the VILLAGE for 50 percent of eligible PROJECT expenditures made up to the date of termination, up to a maximum of \$15,000.
3. All adjustments, additions, and/or deletions to this AGREEMENT, including 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 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."*
6. This AGREEMENT shall be governed by and construed according to the laws of the State of Illinois.
7. This AGREEMENT supersedes 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 GREEN OAKS

Michael D. Warner
Executive Director

Denise Kafkis
Village Administrator

Date: _____

Date: _____