



STORMWATER MANAGEMENT COMMISSION

MEMORANDUM

TO: Lake County Stormwater Management Commission

FROM: Juli Crane, Principal Wetland Specialist
Kurt Woolford, Chief Engineer

DATE: February 22, 2019

RE: Stormwater Infrastructure Repair Fund (SIRF)
Village of Long Grove – Chickamauga Drive Drainage Improvement Project

ACTION REQUESTED: APPROVAL OF AGREEMENT AND AWARD OF \$30,914

SMC staff recommends approval of the Agreement for the Village of Long Grove's Chickamauga Drive Drainage Improvement Project. The project involves work includes permitting and construction of drainage work to collect and convey water from Chickamauga Lane to Buffalo Creek in a non-erosive manner through an existing easement.

Consistent with SIRF program objectives, the project will benefit multiple jurisdictions, provide beneficial results during flood events up to and including the 100-year event, and help alleviate (and prevent) structural flood damages, which have been progressive and annual, as well as address nuisance flooding after significant storms.

Please note that the Village of Long Grove previously submitted this project for the FY2019 Watershed Management Board (WMB) funding. Due to the scope and character of the project, SMC staff referred the Village to the SIRF program. This project previously received Eligibility Authorization at the January 17, 2019 SMC meeting.

The estimated project cost is \$61,628. The Village requested \$30,914 of FY2019 SIRF funds.

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 LONG GROVE for Chickamauga Drive Drainage Improvement 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 LONG GROVE, 3110 Old McHenry Rd., Long Grove, Illinois 60047 (hereinafter called VILLAGE).

PROJECT DESCRIPTION

This project involves the permitting and construction of drainage work to collect and convey water from Chickamauga Lane to Buffalo Creek in a non-erosive manner through an existing easement. Currently, the collection and ponding of stormwater in the road right-of-way between 1564 Chickamauga Lane and 1566 Chickamauga Lane has resulted in concentrated runoff undermining the road, driveway pavements, and utility pedestals. Proposed drainage improvements include 1) site preparation (e.g., clearing, grubbing and tree removal, erosion control installation); 2) replacement of existing driveway culverts (one 15-inch-diameter culvert and one 18-inch-diameter culvert); 3) installation of flared end sections, a 2-foot diameter inlet, a 4-foot diameter catch basin, a new 24-inch-diameter storm sewer pipe, and riprap outlet protection; 4) establishment of a 100-year overland swale; and 5) restoration of disturbed areas to pre-erosion conditions.

This project will benefit multiple jurisdictions, provide beneficial results during flood events up to and including the 100-year event, and help alleviate (and prevent) structural flood damages, which have been progressive and annual, as well as address nuisance flooding after significant storms. 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.
2. The VILLAGE will hire all consultants and/or contractors and procure all materials and/or equipment necessary to complete the PROJECT.

3. 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 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, and a construction stormwater permit from the Illinois Environmental Protection Agency (IEPA). Evidence of such permits shall be provided to SMC prior to construction.
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, 2019.
2. The VILLAGE shall submit a brief written update report on the PROJECT to SMC on or before July 31, 2019.

3. The VILLAGE shall complete the PROJECT on or before November 30, 2019. 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, 2019. 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, 2019. 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 \$61,827.50.
2. SMC will reimburse the VILLAGE for 50 percent of eligible PROJECT expenditures made after execution of this AGREEMENT by SMC, or \$30,913.75, 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, 2019.
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 \$30,913.75.
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 LONG GROVE:

Michael D. Warner
Executive Director

Date: _____

David Lothspeich
Village Manager

Date: _____