



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)
Grayslake Central High School District 127– Grayslake Central High School Drainage Relief Project

ACTION REQUESTED: APPROVAL OF AGREEMENT AND AWARD OF \$34,000

SMC staff recommends approval of the Agreement for the Grayslake Central High School District 127's Grayslake Central High School Drainage Relief Project. The proposed project scope involves reducing the frequency of downstream flooding at several properties by regrading swales, expanding existing flood storage area on school property from 0.06 ac-ft to 0.3 ac-ft, and constructing an enhanced berm on most flood-prone lots.

The project is consistent with SIRF program objectives as it will benefit multiple jurisdictions, provide beneficial results during flood events up to the 100-year event, and help alleviate (and prevent) flood hazards and structural damages, improve water quality, and address nuisance flooding after significant storms.

The estimated project cost is \$70,000, of which \$36,000 will be covered by Grayslake Central High School District 127. The Grayslake Central High School District 127 requests \$34,000 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

GRAYSLAKE COMMUNITY HIGH SCHOOL DISTRICT 127

for

Grayslake Central High School Drainage Relief 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 GRAYSLAKE COMMUNITY HIGH SCHOOL DISTRICT 127, 400 N. 400 North Lake St., Grayslake, Illinois 60030 (hereinafter called the DISTRICT).

PROJECT DESCRIPTION

Frequent flooding impacts several properties in the immediate area of the proposed project as noted in the 2014 Mill Creek Watershed and Flood Mitigation Plan. Flooding occurs after any significant rain event, generally impacting residential garages and crawl spaces and, every few years, Behm Drive. The flooding is largely due to the lack of capacity within the municipal drainage system, to which the DISTRICT and public right-of-way drain. The intent of this project is to reduce the frequency of downstream flooding at seven residential lots as well as the occasional flooding of Behm Drive by:

1. Expanding the existing local depressional flood storage area on DISTRICT property in a currently under-utilized portion in the southwest corner of the campus,
2. Regrading existing swales, and
3. Constructing an enhanced berm along the most flood-prone lots.

The size of the storage facility will be limited by maintaining approximately a 10-foot-wide area adjacent to the up-slope athletics facilities to allow for maintenance access to the fields. Beyond this 10-foot offset, a 3:1 slope will be provided to the largest available area for water storage. The drainage swale adjacent to the neighboring property will be widened to the greatest extent possible and the top of berm elevation raised to the elevation of the neighboring property corner. In doing so, the depth of storage volume within the depression will be maximized prior to overtopping into the neighboring property.

Given the flat grades within the storage and swale area being used, the site within the storage limits will be stabilized using native plugs and plantings. The site will also include seeding, but the use of plugs and planting is preferred to reduce the time needed to revegetate and thereby minimize erosion and obtain final stabilization.

In total, the storage volume provided is estimated to increase from approximately 0.06 acre-feet to 0.30 acre-feet. This increases the storage for the runoff from DISTRICT property from approximately the 2-year rain event to the 100-year rain event for the runoff from DISTRICT property generated by the baseball and softball fields. This management of the runoff from the

existing DISTRICT tributary to the known flooding area will reduce the frequency of flooding at the neighboring residential properties.

This work supports other improvements implemented by DISTRICT to reduce drainage to this area and provide water quality improvement. The project is consistent with SIRF program objectives as it will benefit multiple jurisdictions, provide beneficial results during flood events up to the 100-year event, and help alleviate (and prevent) flood hazards and structural damages, improve water quality, and address nuisance flooding after significant storms. This work is hereinafter called the PROJECT.

SCOPE OF WORK

1. The DISTRICT will complete the PROJECT as described above and as further detailed in the PROJECT WORK PLAN, which is described below. The DISTRICT will act as project manager overseeing the design and completion of the PROJECT.
2. The DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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). Evidence of such permits shall be provided to SMC prior to construction, 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 DISTRICT and are not reimbursable under this AGREEMENT; however, such fees may count toward DISTRICT's share of the total PROJECT cost.

7. During the PROJECT, the DISTRICT 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 DISTRICT shall submit a PROJECT WORK PLAN to SMC on or before May 1, 2020.
2. The DISTRICT shall submit a brief written progress report on the PROJECT to SMC on or before July 31, 2020.
3. The DISTRICT shall complete the PROJECT on or before November 30, 2020. If necessary, an extension may be requested in writing by the DISTRICT prior to such date.
4. The DISTRICT 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 DISTRICT prior to such date.
5. The DISTRICT 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 DISTRICT 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 \$70,000.
2. SMC will reimburse the DISTRICT for 50 percent of eligible PROJECT expenditures made after execution of this AGREEMENT by SMC, or \$34,000, 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 DISTRICT 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 DISTRICT for 50 percent of eligible PROJECT expenditures made up to the date of termination, up to a maximum of \$34,000.
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 DISTRICT 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 DISTRICT. Any costs associated with acquiring land rights from property owners benefitting from the PROJECT are the responsibility of the DISTRICT and are not reimbursable under this AGREEMENT; however, such costs may count toward the DISTRICT's share of the total PROJECT cost.
5. The DISTRICT 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:**

**GRAYSLAKE ENTRAL HIGH SCHOOL
DISTRICT 127:**

Michael D. Warner
Executive Director

Michael G. Zelek
Associate Superintendent/CSBO

Date: _____

Date: _____