



STORMWATER MANAGEMENT COMMISSION

TO: Lake County Stormwater Management Commission

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

DATE: January 24, 2020

RE: Watershed Management Board (WMB) Grant Program
Brookside HOAs' Best Management Practices (BMP) Project

**ACTION REQUESTED: APPROVAL OF WMB FUNDING AND PROJECT AGREEMENT
(Contract Value = \$32,610)**

Following the January 9, 2020, SMC meeting, staff rescored the Brookside HOAs' project based on work in two HOAs rather than work in three HOAs as was originally proposed. The attached table reflects the revised project scoring and associated grant funding recommendation by staff. The overall proposal selections do not change; however, there is a reduced WMB funding amount.

SMC staff recommends Commission approval of WMB funding for the revised project in the amount of \$32,610.

Staff also requests approval of the Agreement for the Brookside HOAs' Best Management Practices Project. Funding from the WMB grant will help with converting/expanding of turfgrass shoreline around two ponds to natives; repairing/resetting flared end sections; installing two rain gardens, educational signage and bird houses; providing an educational seminar for all Lake County residents; and repairing a walking path used for educational and recreational purposes.

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

Attachment: Revised FY 2020 WMAG/WMB Application Summary and Recommendations table
WMB agreement for Brookside HOAs
Vendor Disclosure for Brookside Village HOA

REVISED FISCAL YEAR 2020						
WMAG/WMB APPLICATION SUMMARY & RECOMMENDATIONS						
WATERSHED MANAGEMENT ASSISTANCE (\$12,000 Available)						
Project	Applicant	Score	Total Cost	Requested Amount	Funds Available	SMC Staff Recommended Funding
Lake Napa Suwe Strategic Sustainability Improv.Plan	Lake Napa Suwe Association	340	\$7,200	\$7,200		\$7,200
Chain O' Lakes WBP-Stakeholder Growth & Dev.	Fox Waterway Agency	315	\$21,540	\$12,000		\$5,000
WMAG TOTAL			\$28,740	\$19,200	\$12,000	\$12,200
CONTINGENCY FUNDS TRANSFERRED TO WMAG					\$200	
					\$12,200	\$12,200
DES PLAINES RIVER (\$72,912 available)						
Forest Creek HOA Bank Stabilization Project	Forest Creek HOA	320	\$80,604	\$22,000		\$22,000
Brookside HOAs BMP Project	Brookside HOAs	295	\$109,700	\$37,088		\$37,088
Grayslake Central HS Drainage Relief Project	Grayslake Community HS District 127	290	\$70,000	\$34,000		Recommended to SIRF
Starry Lane Drainage Improvement Project	Ela Twp Highway Dept	290	\$321,632	\$160,000		Recommended to SIRF
Meadow Haven Creek Drainage Improvement Project	Village of Green Oaks	265	\$315,000	\$15,000		Recommended to SIRF
Brookside HOAs BMP Project	Brookside HOAs	240	\$65,260	\$32,610		\$32,610
Harding & Willow Area Flood Reduction Project	Village of Libertyville	205	\$15,140	\$7,540		
Butler Lake Park Wet Prairie Enhancement Project	Village of Libertyville	185	\$17,202	\$8,500		
DES PLAINES RIVER WATERSHED WMB TOTAL			\$884,837	\$279,650	\$72,912	\$54,610
UNALLOCATED FUNDS TRANSFERRED TO FOX RIVER WATERSHED					-\$18,302	
TOTAL DES PLAINES WATERSHED FUNDING					\$54,610	\$54,610
NORTH BRANCH CHICAGO RIVER (\$36,456 available)						
Kenton Lane Stormwater Conveyance Improvements	Green Oaks / RHMG	230	\$180,000	\$20,000		\$20,000
NORTH BRANCH CHICAGO RIVER WMB TOTAL			\$180,000	\$20,000	\$36,456	\$20,000
UNALLOCATED FUNDS TRANSFERRED TO FOX RIVER WATERSHED					-\$16,456	
TOTAL NORTH BRANCH WATERSHED FUNDING					\$20,000	\$20,000
FOX RIVER (\$36,456 available)						
H&H Study, Lake Gauge, & Project Prioritization	Village of Tower Lakes	360	\$32,000	\$15,500		\$15,500
Cuba Marsh Hydrologic Restoration & Enhancement	LCFPD	350	\$76,150	\$8,000		\$8,000
Creek Maintenance of E. Branch of Flint Creek	Fox Point HOA	295	\$34,000	\$17,000		\$17,000
Timber Lake Bioswales & Rock Checks Phase II	Timberlake Estates Civic Association	275	\$200,824	\$10,000		\$10,000
Long Lake Outfall Plantings	Grant Township Highway Department	265	\$50,000	\$20,000		\$20,000
Felters Subdivision Stormwater Filtration	Friends of Catherine and Channel Lakes	240	\$40,490	\$20,244		
Green Forest Lake Stream Stabil. & Infrastructure Repair	Village of Deer Park	170	\$88,595	\$36,500		
Orchard Hills Aerators for Ponds	Orchard Hills HOA	125	\$19,943	\$9,601		
FOX RIVER WATERSHED WMB TOTAL			\$542,002	\$136,845	\$36,456	\$70,500
UNALLOCATED FUNDS TRANSFERRED FROM DES PLAINES RIVER WATERSHED					\$18,302	
UNALLOCATED FUNDS TRANSFERRED FROM NORTH BRANCH CHICAGO RIVER WATERSHED					\$16,456	
TOTAL FOX RIVER WATERSHED FUNDING					\$71,214	\$70,500
LAKE MICHIGAN (\$27,776 available)						
Rosemary Road Ravine Project Design	City of Lake Forest	280	\$77,750	\$29,800		\$27,776
Ringwood Road Ravine Project Design	City of Lake Forest	275	\$44,500	\$29,800		
1515 MacArthur Street Drainage Swale	City of Waukegan	250	\$30,000	\$20,000		Recommended to SIRF
LAKE MICHIGAN WATERSHED WMB TOTAL			\$152,250	\$79,600	\$27,776	\$27,776
TOTAL LAKE MICHIGAN WATERSHED FUNDING					\$27,776	\$27,776
FY20 TOTAL WMB (\$189,600 AVAILABLE)						
*\$4,000 \$4,514 Contingency Included		WMB GRAND TOTAL		\$1,787,829	\$535,295	\$189,600
						\$185,086

WATERSHED MANAGEMENT BOARD GRANT
AGREEMENT
between
LAKE COUNTY
STORMWATER MANAGEMENT COMMISSION
and the
BROOKSIDE VILLAGE NEIGHBORHOOD ASSOCIATION
for the
Brookside HOAs BMP 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 BROOKSIDE VILLAGE NEIGHBORHOOD ASSOCIATION, c/o Kristy Vik, Brookside Village Board President, 36241 N. Goldspring Drive, Gurnee, Illinois 60031 (hereinafter called the HOA).

PROJECT DESCRIPTION

Two separate—but adjacent—HOAs have agreed to work together to improve water quality, native habitat, and stormwater mitigation in their communities. Their awareness of erosion issues and deterioration of stormwater structures around their basins led to a series of discussions about how best to mitigate the issues and how they could work together to meet a common goal. They had two major concerns: 1) structural disrepair that could lead to blockages and flooding and 2) erosion into the ponds that could lead to more costly mitigation over time. From these discussions, the HOAs decided to perform various activities through which the HOAs look to reduce the amount of phosphorus and other nutrients in the water, support native fauna, reduce stormwater run-off, and increase oxygen and wildlife habitat in the ponds. These activities include the following:

1. Convert approximately 643 l.f. at Brookside Colony from turf to native shoreline.
2. Repair/reset four (4) flared end structures at Brookside Colony.
3. Repair the walking path around Brookside Colony basin.
4. Expand native buffer around Brookside Village basin between 2 and 5 feet (up to 3,500 s.f.).
5. Install two (2) rain gardens in Brookside Village.
6. Install a surface aeration at Brookside Village.
7. Install bird houses and seek Certified Monarch Waystation status.
8. Install educational signage at both basins to highlight BMP benefits.
9. Host a phosphorus educational seminar and BMP walk for neighboring communities and all Lake County residents in fall 2020.

The PROJECT will be accomplished through administration by the HOAs and bidding to qualified contractor(s). This work is hereinafter called the PROJECT.

SCOPE OF WORK

1. The HOAs will complete the PROJECT as described above.

2. The HOAs 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 HOAs during the PROJECT. This may include review of the methods and materials that will be used during implementation of the PROJECT.
4. The HOAs 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 in drawing the required documents obtained from the record Owner(s) on each parcel shall include:
 - a) A recordable permanent easement for the PROJECT land area(s) which the stormwater infrastructure (e.g., basins, raingardens, drainageways, etc.) is located.
 - b) If necessary, a temporary construction easement (or other right of access) to access the 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.

5. The HOAs will obtain all permits and 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, if applicable, the appropriate certified community, a construction stormwater permit from the Illinois Environmental Protection Agency (IEPA), and a consultation with the Illinois Department of Natural Resources (IDNR) regarding state listed threatened and endangered species. Evidence of such permits and consultations shall be provided to SMC prior to construction. Please note that all permit and consultation fees are the responsibility of the HOAs and are not reimbursable under this AGREEMENT; however, such permit fees may count toward the HOAs' share of the total PROJECT cost.
6. During the PROJECT, the HOAs 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 conditions before, during, and after the PROJECT must be included.

SCHEDULE

1. The HOAs shall submit a written update report on the PROJECT to SMC on or before July 31, 2020.
2. The HOAs shall complete the PROJECT on or before November 30, 2020. If necessary, an extension may be requested in writing by the HOAs prior to such date.

3. The HOAs 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 HOAs prior to such date.
4. The HOAs shall submit a written request for reimbursement of eligible PROJECT expenses to SMC on or before November 30, 2020. If necessary, an extension may be requested in writing by the HOAs 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 cost of the PROJECT is approximately \$65,260.
2. SMC will reimburse the HOAs for 50 percent of eligible PROJECT expenditures made after January 9, 2020, or \$32,610, whichever is less.
3. The HOAs will provide 110 in-kind hours for the project to coordinate and provide project education and outreach.
4. Food expenses associated with PROJECT activities are not reimbursable under this AGREEMENT; however, the HOAs may count such expenditures toward their share of the total PROJECT cost.
5. 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 HOAs for the requested reimbursement amount, complete with adequate documentation of the PROJECT expenditures (i.e., invoices and proof of payment, etc.), 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 thirty (30) days' written notice to the other party. In the event of such termination, SMC shall reimburse the HOAs for 50 percent of eligible PROJECT expenditures made up to the date of termination, up to a maximum of \$32,610.
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 HOAs 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 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 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:**

**BROOKSIDE VILLAGE
ASSOCIATION:**

Michael D. Warner
Executive Director

Kristy Vik
Brookside Village Board President

Date: _____

Date: _____



VENDOR DISCLOSURE STATEMENT

Vendor Name:	Brookside Village Neighborhood Association		
Address:	36153 MEADOW RIDGE DRIVE		
Contact Person:	Kristy Viik	Contact Phone #:	847-489-5367
Bid/RFP/SOI/Contract/Renewal:	SWM GRANT PROPOSAL		

Vendors wishing to contract with Lake County for goods and services in an amount greater than \$30,000 shall submit this form in advance of award. This disclosure statement is not required for utility companies regulated by the Illinois Commerce Commission or local units of government. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, executives, officers, account managers or other similar managerial positions of the vendor's company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, executive, officer, account manager, or other similar managerial position of the vendor to any county board member, county board chair, or countywide elected official within the last five years.

If there is nothing to report in a section, please state none in the appropriate space.

FAMILIAL RELATIONSHIPS

List names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor's company have a familial relationship and the nature of the relationship. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Name and Department/Agency of Lake County Employee/Public Official		Familial Relationship
NONE		
NONE		

CAMPAIGN CONTRIBUTIONS

List campaign contributions that have been made within the last five years that exceed \$150 annually. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
NONE				
NONE				

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at www.lakecountyil.gov.

The full text of the County's Ethics and Procurement policies and ordinances are available at www.lakecountyil.gov.

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:		Title:	PRESIDENT
Printed Name:	KRISTY VIK	Date:	12/14/19

Vendors must insert "x" in the following box indicating exception and provide a brief narrative for exception.

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