



STORMWATER MANAGEMENT COMMISSION

MEMORANDUM

TO: Lake County Stormwater Management Commission

FROM: Juli Crane, Principal Wetland Specialist

DATE: January 24, 2020

RE: Watershed Management Board (WMB) Grant Program
Forest Creek Condominium Association's Bank Stabilization Project

ACTION REQUESTED: APPROVAL OF AGREEMENT (Contract Value = \$22,000)

SMC staff recommends approval of the Agreement for the 2020 Forest Creek Condominium Association's Bank Stabilization Project. Funding from the WMB grant will help with removal of sediment build-up within the creek bottom and installation of seawall sections and natural boulders to protect the only road into the community as well as inflection points on the streambank.

This project was awarded \$22,000 of WMB grant funding at the January 9, 2020, SMC meeting, but the attached Agreement is being presented for approval since the contract value exceeds the Executive Director's spending authority. The total estimated project cost is \$80,604.

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: WMB agreement

WATERSHED MANAGEMENT BOARD GRANT

AGREEMENT between LAKE COUNTY STORMWATER MANAGEMENT COMMISSION and the FOREST CREEK CONDOMINIUM ASSOCIATION for the Forest Creek Condominium Association Bank Stabilization 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 FOREST CREEK CONDOMINIUM ASSOCIATION, Patricia V. Dederich, Vice President, c/o Association One 768 Southcross Drive West, Burnsville, Minnesota 55306 (hereinafter called the ASSOCIATION).

PROJECT DESCRIPTION

Forest Creek Condominium Association is a wooded community bisected by Bull Creek North. The creek is within an area designated as "Conservancy" by Conserve Lake County (now part of Openlands) in April 2017, which floods as designed by the developer for high water events. Within our community, the roughly 1,050 linear feet of the creek has a 5-foot gradient. The force of the water has created four locations of streambank erosion that are made worse with every high water event (one area lost a foot of soil just in July 2017). Another of those areas will impact our only road (Forest Creek Lane) at some point. Two others soon will impact two individual structures. Further, those four points of impact are contaminating the water (especially during the increasingly high water events Lake County must become accustomed to in the near future).

The ASSOCIATION has investigated and intends to remove built-up sediment within the creek bottom and install seawall sections and natural boulders to protect the bridge and inflection points of the streambank to address dual issues related to flooding and water quality: bank erosion and resulting silt islands within the channel. Specifically, the project will involve the following actions:

1. Perform select tree clearing for accessing work locations.
2. Remove sediment accumulation from two areas (one on either side of the bridge).
3. Perform grade modification to achieve desired streambank slope grades at select locations.
4. Place approximately 150 l.f. of RR4 riprap over four toe-of bank locations.
5. Reposition boulders at upstream side of bridge crossing and cement in place.
6. Install three sections of permeable seawall (est. 125 to 165 l.f., total) and/or existing boulders (est. 50 l.f.) at three stream inflection points (to protect the bridge and two structures).
7. Extend drainpipe from building.

8. In disturbed areas, prepare seedbed by installing 4 inches of topsoil, seeding with IDOT 4 native grass mix, and stabilizing with American Green Bionet (or approved equivalent).

The PROJECT will be accomplished through administration by the ASSOCIATION and bidding to a qualified contractor. This work is hereinafter called the PROJECT.

SCOPE OF WORK

1. The ASSOCIATION will complete the PROJECT as described above.
2. The ASSOCIATION 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 ASSOCIATION during the PROJECT. This may include review of the methods and materials that will be used during implementation of the PROJECT.
4. The ASSOCIATION 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 which the stormwater infrastructure (i.e. drainageway) 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 ASSOCIATION 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 ASSOCIATION and are not reimbursable under this AGREEMENT; however, such permit fees may count toward the ASSOCIATION's share of the total PROJECT cost.
6. During the PROJECT, the ASSOCIATION 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 ASSOCIATION shall submit a written update report on the PROJECT to SMC on or before July 31, 2020.
2. The ASSOCIATION shall complete the PROJECT on or before November 30, 2020. If necessary, an extension may be requested in writing by the ASSOCIATION prior to such date.
3. The ASSOCIATION 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 ASSOCIATION prior to such date.
4. The ASSOCIATION 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 ASSOCIATION 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 \$80,604.
2. SMC will reimburse the ASSOCIATION for 50 percent of eligible PROJECT expenditures made after January 9, 2020, or \$22,000, 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 ASSOCIATION 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 ASSOCIATION for 50 percent of eligible PROJECT expenditures made up to the date of termination, up to a maximum of \$22,000.
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 ASSOCIATION 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:

FOREST CREEK ASSOCIATION:

Michael D. Warner
Executive Director

Patricia V. Dederich
Vice President

Date: _____

Date: _____