



**STORMWATER MANAGEMENT COMMISSION**

March 29, 2020

TO: Lake County Stormwater Management Commission

FROM: Mike Warner, Executive Director

RE: Libertyville Township, Countryside Manor – Internal Drainage System Upgrades

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**ACTION REQUESTED: APPROVAL of IGA**

Countryside Manor Subdivision was severely impacted by flooding during the July 2017 flood. The 8+ inches of rainfall overwhelmed the internal drainage system and directly flooded homes, followed by sanitary sewer backups into dozens of basements, and ultimately the Des Plaines river flood levels of approximately the 50-year flood inundated approximately 40 homes and four township roads. This project focus is directed at upgrades and maintenance of the internal drainage system component which transports storm water from Buckley Road (IL Rte. 137) through the Subdivision to the Des Plaines River.

The PROJECT scope has three funding sources: the Stormwater Infrastructure Repair Fund (SIRF) grant and the Stormwater Capital Improvement Project (STOCIP) and Libertyville Township Road District. Both components of the project are consistent with SIRF program objectives as it will proactively and preventatively flooding concerns by providing incremental protection up to at least the approximate 10-year storm event.

**PROJECT Cost-Share Summary**

<b>Township Costs</b>	<b>SIRF Funding*</b>	<b>STOCIP Funding**</b>	<b>Total Cost</b>
<b>\$ 30,520</b>	<b>\$ 30,520</b>	<b>\$ 157,304</b>	<b>\$ 218,344</b>

If you should have any questions about this project, please contact me at [mwarner@lakecountyil.gov](mailto:mwarner@lakecountyil.gov)

**INTERGOVERNMENTAL AGREEMENT**  
**between the**  
**LAKE COUNTY STORMWATER MANAGEMENT COMMISSION**  
**and the LIBERTYVILLE TOWNSHIP ROAD DISTRICT**  
**for the**  
**Countryside Manor Swale Maintenance & Storm Sewer 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 LIBERTYVILLE TOWNSHIP ROAD DISTRICT, 343 Merrill Court, Libertyville, Illinois 60048 (hereinafter called the TOWNSHIP).

**PROJECT DESCRIPTION**

Countryside Manor Subdivision was severely impacted by flooding during the July 2017 flood. The 8+ inches of rainfall overwhelmed the internal drainage system and directly flooded homes, followed by sanitary sewer backups into dozens of basements, and ultimately the Des Plaines river flood levels of approximately the 50-year flood inundated approximately 40 homes and four township roads. This project focus is directed at upgrades and maintenance of the internal drainage system component which transports storm water from Buckley Road (IL Rte. 137) through the Subdivision to the Des Plaines River. The TOWNSHIP is preparing construction documents for the maintenance of the swale and replacement of the existing storm sewer system.

The PROJECT scope has three funding sources: the Stormwater Infrastructure Repair Fund (SIRF) grant and the Stormwater Capital Improvement Project (STOCIP) and Libertyville Township Road District. The PROJECT scope of work includes the following:

Along the west side of Countryside Manor Subdivision, there is a drainage swale that provides an overland flow route for a 38"x60" elliptical storm sewer outlet on the south side of IL 137 south through the subdivision to the Des Plaines River to the southwest. This swale crosses existing roadway culverts on Idlewood Lane, Birchwood Lane, and Sprucewood Lane and also runs from east to west along the southern boundary of the subdivision, south of Wildwood Court and Sprucewood Lane. The TOWNSHIP maintains drainage within the right-of-way areas, while the balance of the swale outside of the right-of-way is within a drainage easement maintained by the HOA. The swale maintenance project will restore its full conveyance capacity through this area. In addition, storm sewer improvements are proposed within the right-of-way of Cherrywood Court and Wildwood Court to replace a failing drain tile located primarily on private properties. The project will provide residents impacted by flooding within the project area with a higher level of protection and eliminate roadway flooding up to the 10-year event. The project addresses flood damages in the following STOCIP categories; primary property, secondary property, nuisance, and secondary road damages.

This project is consistent with SIRF program objectives, which will benefit multiple jurisdictions, provide beneficial results during flood events up to and including the 10-year

event, and help alleviate structural flood damages during larger storm events. This work is hereinafter called the PROJECT.

### SCOPE OF WORK

1. The TOWNSHIP will complete the PROJECT as described above and as further detailed in the PROJECT WORK PLAN, which is described below. The TOWNSHIP will act as project manager overseeing the design and completion of the PROJECT.
2. The TOWNSHIP will hire all consultants and/or contractors and procure all materials and/or equipment necessary to complete the PROJECT.
3. The TOWNSHIP will, at the project outset, provide SMC with 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.
4. The TOWNSHIP shall obtain all land rights necessary to complete the PROJECT and to maintain the constructed drainage improvements thereafter, including, if necessary, owner-authorized land access and/or land rights or evidence of possessory interest, in the form of previously recorded documentation or written authorization, from all property owners affected. Land rights for each parcel 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**.

5. The TOWNSHIP 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, 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 TOWNSHIP and are not reimbursable under this AGREEMENT; however, such fees may count toward TOWNSHIP'S share of the total PROJECT cost.

6. If requested, SMC will provide limited technical assistance to the TOWNSHIP during the PROJECT. This may include review of design documents, permit applications, and/or the methods, materials, and equipment to be used during construction.
7. During the PROJECT, the TOWNSHIP 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. Photographic documentation of before, during, and after construction must be included.

### **SCHEDULE**

1. The TOWNSHIP shall submit a PROJECT WORK PLAN to SMC on or before May 1, 2020.
2. The TOWNSHIP shall submit a brief written progress report on the PROJECT to SMC on or before July 31, 2020.
3. The TOWNSHIP shall complete the PROJECT on or before November 30, 2020. If necessary, an extension may be requested in writing by the TOWNSHIP prior to such date.
4. The TOWNSHIP 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 TOWNSHIP prior to such date.
5. The TOWNSHIP 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 TOWNSHIP 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 \$218,344.00.
2. SMC funding shall not exceed \$187,824.00 for eligible PROJECT expenditures made after January 31, 2020. See **Table 1** for a PROJECT cost-share summary breakdown.

**Table 1. PROJECT Cost-Share Summary.**

<b>Township Costs</b>	<b>SIRF Funding*</b>	<b>STOCIP Funding**</b>	<b>Total Cost</b>
<b>\$ 30,520.00</b>	<b>\$ 30,520.00</b>	<b>\$ 157,304.00</b>	<b>\$ 218,344.00</b>
<i>* The original project was approved for SIRF grant funding on January 4, 2018.</i>			
<i>** STOCIP funding cannot be used towards easements, deeds, plat restrictions or requirements as part of a regulatory permit.</i>			

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 TOWNSHIP 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 TOWNSHIP for 86 percent of eligible PROJECT expenditures made up to the date of termination, up to a maximum of \$187,824.00.
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 TOWNSHIP 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 TOWNSHIP. Any costs associated with acquiring land rights from property owners benefitting from the PROJECT are the responsibility of the TOWNSHIP and are not reimbursable under this AGREEMENT; however, such costs may count toward the TOWNSHIP share of the total PROJECT cost.
5. The TOWNSHIP 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 Stormwater Infrastructure Repair Fund and Stormwater Capital Improvement Program."*
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:**

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Michael D. Warner  
Executive Director

**LIBERTYVILLE TOWNSHIP ROAD  
DISTRICT**

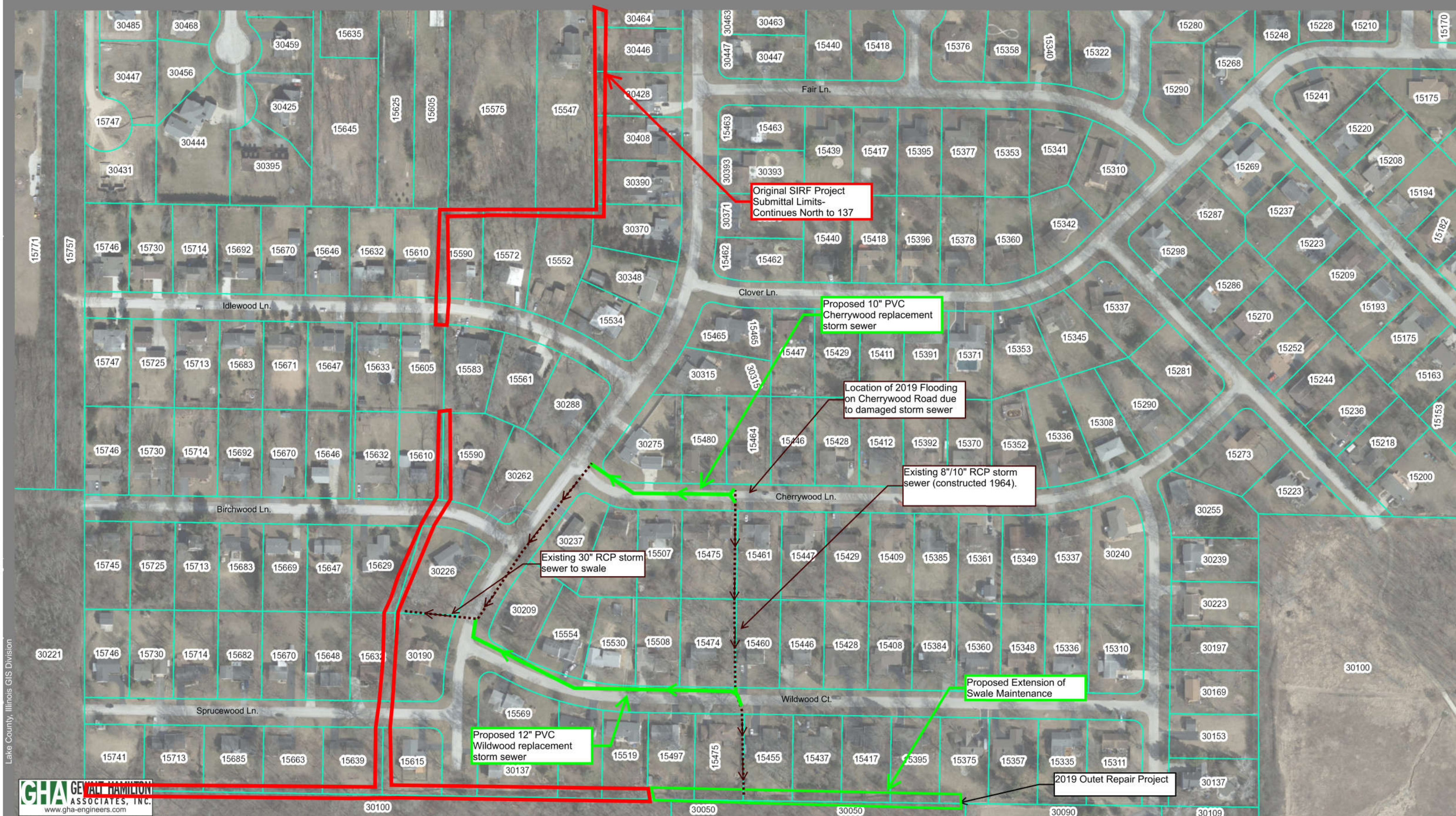
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Martin J. Neal  
Highway Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_





Lake County, Illinois GIS Division



1 in = 200 ft

## CM West Swale SIRF Project Exhibit

Gewalt Hamilton Associates, Inc.

This exhibit is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

Date: 1/24/2020