



DATE: June 6, 2022

MEMO TO: Terry Wilke, Chair
Planning Committee

FROM: Randall L. Seebach
Director of Planning and Land Preservation

RECOMMENDATION: Recommend approval of a Resolution approving a Temporary Easement Agreement with the County of Lake (County) for Sanitary Sewer Improvements at Rollins Savanna Forest Preserve.

STRATEGIC DIRECTION SUPPORTED: None

FINANCIAL DATA: The County will pay a \$1,000.00 Easement Fee and \$10,800.00 in Tree Replacement Fees, as well as costs and expenses incurred by the District related to the Project, as required by the District's License and Easement Ordinance.

BACKGROUND: The County, through its Department of Public Works (LCDPW), is in the process of preparing pre-final design plans for the repair and replacement of existing sanitary sewer lines along and near Linden Avenue in Unincorporated Avon Township at and adjacent to Rollins Savanna Forest Preserve. Some sections of the sewer lines are in dire condition, and there is a chance portions could fail in the near future.

As part of the improvements, LCDPW is requesting a 1,340 SF temporary easement within which it will create a 15'x30' pit from which it will replace the existing sewer lines to the north. A 9" Shagbark Hickory tree and a 9" Black Walnut tree will be removed during LCDPW's project. However, at the District's request, LCDPW's contractor will protect a 28" Bur Oak located partially within the easement area through (i) selective root and branch pruning, as approved by District staff, (ii) boarding its trunk (i.e., tying boards with wire to the trunk, to protect it), and (iii) installing wood or plastic matting to serve as a bridge over the root system for added protection. In addition, LCDPW's contractor will protect a 14" Box Elder tree located just outside of the easement area by boarding its trunk.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JUNE MEETING
JUNE 14, 2022**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution Approving an Easement Agreement with the County of Lake for Sanitary Sewer improvements at Rollins Savanna Forest Preserve,” and requests its approval.

PLANNING COMMITTEE:

Date: _____ Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: _____

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH
THE COUNTY OF LAKE FOR SANITARY SEWER IMPROVEMENTS
AT ROLLINS SAVANNA FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns certain parcels of land within Rollins Savanna Forest Preserve (the “Property”) located north of Washington Street and west of Linden Avenue in Avon Township; and

WHEREAS, the County of Lake (the “County”) has proposed public sanitary sewer improvements along or near Linden Avenue and the Property (the “Project”); and

WHEREAS, the County, acting through its Department of Public Works (“LCDPW”), has requested that the District grant to the County a temporary easement within the Property for the repair and replacement of sanitary sewer lines, which are part of the Project and are public improvements (the “Easement”); and

WHEREAS, the District has adopted an Ordinance Regarding Licenses and Easements (the “License and Easement Ordinance”) which sets forth the general requirements for granting easements; and

WHEREAS, Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, authorizes the District to grant easements under or across District property for the construction, operation, and maintenance of public services, including public sanitary sewer improvements; and

WHEREAS, the District staff has negotiated an easement agreement with LCDPW in the form attached hereto, pursuant to which the District will grant the Temporary Easement to the County and the County, among other obligations, will cause its contractor to undertake the tree protection measures outlined in such agreement (the “Temporary Easement Agreement”);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Approval of Temporary Easement Agreement. The Temporary Easement Agreement is hereby approved in substantially the form attached hereto. The President and Secretary of the District are hereby authorized and directed to execute and attest to, on behalf of the District, the Temporary Easement Agreement in substantially the form attached hereto. In the event that any provision of the Easement Agreement conflicts with the License and Easement Ordinance, the conflicting provision of the License and Easement Ordinance is hereby waived.

Section 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2022

AYES:

NAYS:

APPROVED this ____ day of _____, 2022

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Prepared by:
Matthew E. Norton
Burke, Warren, MacKay
& Serritella, P.C.
330 North Wabash
21st Floor
Chicago, IL 60611

After recording return
to:
Ken Jones
LCFPD
1899 W Winchester Rd
Libertyville, IL 60073

Above Space For Recorder's Use Only

**TEMPORARY EASEMENT AGREEMENT
BY AND BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT
AND
COUNTY OF LAKE**

This Temporary Easement Agreement (this "Agreement") is dated and executed as of the ____ day of _____, 2022 (the "Effective Date"), and is by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. (the "District"), and the COUNTY OF LAKE, a body politic and corporate, organized and existing under the Illinois Counties Code, 55 ILCS 5/1-1001, et seq. (the "County"). In consideration of the provisions below and other consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County (collectively, the "Parties") agree as follows:

1. BACKGROUND. The District holds fee simple title to property commonly known as Rollins Savanna Forest Preserve in Lake County, Illinois (the "Subject Property"). On approximately June 5, 1975, the District's predecessor in title to a portion of the Subject Property granted a permanent easement to the County within the Subject Property pursuant to a "Utility Easement" recorded with the office of the Recorder of Lake County, Illinois as document number 1762073, allowing the County to install and maintain sanitary sewers (the "Existing Sewer") within the easement premises legally described therein (the "Permanent Easement Premises"). The condition of the Existing Sewer line necessitates its repair and/or replacement (the "Project"). To perform the Project, the County must install, operate, and maintain a temporary pipe bursting pit (the "Facilities") within an area of the Subject Property that is approximately 1,340 square feet in area, is located directly south of and adjacent to the Permanent Easement Premises, and is more particularly described on Exhibit A and generally depicted on Exhibit B (the "Temporary Easement Area"). The County has requested that the District grant to the County a temporary construction easement within the Temporary Easement Area so that the County can install, operate, and maintain the Facilities.

2. GRANT OF EASEMENT. The District hereby grants to the County a non-exclusive temporary

easement in, on, over and under the Temporary Easement Area for the sole purpose of allowing the County to install, maintain, operate, and replace the Facilities (the “Easement”) in accordance with the construction and restoration plans attached to this Agreement as Exhibit C (the “Plans”). The County shall use the Easement in compliance with this Agreement and all applicable laws (the “Requirements of Law”).

3. TERM OF EASEMENT. The term of the Easement shall commence on the Effective Date and terminate on the earlier of (i) completion of the Project and Restoration Work (defined in Section 5) and (ii) 18 months after the Effective Date.

4. MONETARY FEE; TREE COMPENSATION FEE

A. Monetary Fee. Within seven (7) days after the Effective Date, the County shall pay the District a one-time monetary fee of \$1,000.00 for the Easement (“Monetary Fee”). The County shall also reimburse the District, promptly upon written notice thereof, for all costs and expenses incurred by the District related to the Project or this Agreement, including without limitation costs related to legal fees, expenses, inspection expenses, and the value of time spent by staff related to the Project (“District-Incurred Costs”). The County acknowledges that such costs and expenses may be incurred by the District throughout the term of the Easement.

B. Tree Compensation Fee. Within seven (7) days after the Effective Date, the County shall pay the District a one-time tree replacement fee of \$10,800.00 for the value of trees, shrubs, and plants that will be removed, damaged, or impacted as a result of the Project (the “Tree Compensation Fee”). The County shall pay the Tree Compensation Fee in addition to, and such payment will not diminish, its obligation to comply with the Tree Protection requirements of Section 4.D.

4. MAINTENANCE AND USE OF TEMPORARY EASEMENT AREA.

A. Temporary Easement Area. The County must maintain the Temporary Easement Area in a safe, good, and clean condition without hazard to public use. Additionally, the County must comply with all Requirements of Law that prohibit, restrict, or regulate any hazardous materials.

B. District Property. In addition to the County’s obligations to complete the Restoration Work pursuant to the Plans as provided in Section 5, if the County’s use of the Easement results in any damage to the Temporary Easement Area or any other property owned by the District that is not contemplated in the Plans, the County must repair such damage and restore the property to its condition prior to such damage to the satisfaction of the District’s Executive Director. If the County fails to commence such repair and restoration with due diligence, within 30 days after the District gives the County notice thereof, then the District shall have the right, but not the obligation, to cause the affected property to be repaired and restored and to recover from the County all costs incurred by the District to cause the affected property to be repaired or restored.

C. Abatement of Dangerous Condition. If the Facilities or any acts or omissions by or through the County threaten the public’s health or safety, (i) the County shall take all necessary action to abate the dangerous condition and (ii) if the County fails to undertake such abatement with due diligence, within 48 hours after the District gives the County notice thereof, the District shall have the right, but not the obligation, to take all necessary action to abate the dangerous condition, including restricting access near or installing barriers around the dangerous condition, and the County shall reimburse the District for all costs incurred by the District in the performance of such abatement.

D. Tree Protection. Without limiting the County’s obligations to install, maintain, and operate the Facilities, and to use the Temporary Easement Area, only in accordance with the Plans, the County, at

no cost to the District, shall (i) comply with the tree protection provisions in the Plans, including Sheet 5 of the Plans, (ii) with respect to the 28-inch Bur Oak tree depicted on Sheet 5 of the Plans, prune its branches only as approved in advance by the District, (iii) with respect to the 14-inch Box Elder tree depicted outside the Temporary Easement Area on Sheet 5 of the Plans, not prune its branches, and (iv) with respect to each such tree, board its trunk and tie the boards together to the trunk with wire to protect it from damage, in a manner approved in advance by the District.

5. RESTORATION AND VACATION. Upon termination or abandonment of the Easement for any reason, the County shall, at no cost to the District, (i) remove the Facilities from the Temporary Easement Area, (ii) restore the Temporary Easement Area in accordance with the Plans (the “Restoration Work”), and (iii) thereafter, vacate the Temporary Easement Area. If the County fails to remove the Facilities or complete the Restoration Work in accordance with the Plans, the District shall have the right, but not the obligation, to perform and complete the removal and Restoration Work, and to charge the County for all costs and expenses, including legal and administrative costs, incurred by the District for such work.

6. RESERVATION OF RIGHTS. The District reserves its right to: (i) use the Temporary Easement Area for any public use, in any manner that will not unreasonably prevent, impede, or interfere with the County’s use of the Temporary Easement Area and (ii) grant other non-exclusive licenses or easements within the Temporary Easement Area that do not unreasonably prevent, impede, or interfere with the County’s use of the Temporary Easement Area. The County will maintain the Facilities so that they do not unreasonably interfere with the District’s use and occupancy of the Temporary Easement Area.

7. NO ASSESSMENTS AND LIENS. The County represents and warrants that it will: (i) not assess or impose, or allow to be assessed or imposed, against the Temporary Easement Area or the Subject Property any special assessment, special service area tax, recapture fee, or similar assessment, tax, or fee (an “Assessment”), (ii) indemnify the District from any Assessment that is imposed, (iii) take all necessary action to keep the Temporary Easement Area free and clear of all liens, claims, and demands, including without limitation mechanic’s liens, in connection with the Facilities, and (iv) cause, at the County’s sole cost and expense, (a) any lien that is filed against the Temporary Easement Area in connection with the Facilities to be discharged and released, and (b) evidence of this discharge and release to be recorded against the Temporary Easement Area, all within 30 days after the date of filing of the lien.

8. SECURITY. If the County fails to comply with its obligations in Sections 4, 5, or 7, then the District may require the County to deposit with the District security in the form of cash or a certified or cashier’s check made payable to the District, in an amount determined by the District, as a guarantee that the County shall comply in the future with such obligations, including any required restoration and repair of any damage to the Temporary Easement Area or any other property owned by the District. Refund of such funds shall be in the manner prescribed by the District’s “Ordinance Regarding Licenses and Easements for Public Services” approved July 15, 2014, and as may be amended (the “License and Easement Ordinance”).

9. INDEMNITY. The County assumes sole and complete responsibility for any personal injury, including death and damage to property, that may arise directly or indirectly from the use of the Temporary Easement Area by the County, its officers, board members, employees, agents, representatives, and contractors. The County shall indemnify, hold harmless, defend, and release the District, its commissioners, officers, agents, representatives, and employees from and against any alleged loss, claim, damage, and expense (including, without limitation, attorneys’ fees and litigation costs) that may be alleged or asserted against any of those parties in connection with (i) the Facilities, the Easement, or the use of the Temporary Easement Area by the County or its officers, board members, employees, agents, representatives, or contractors or (ii) the County’s performance of, or failure to perform, its obligations under this Agreement (collectively, the “Indemnified Claims”), whether or not any such performance or failure to perform is

alleged to result from the County's breach of this Agreement, negligence, willful misconduct, or any other standard of conduct; however, this indemnity will not apply to the extent any Indemnified Claims are caused by the willful misconduct or gross negligence of the District.

10. INSURANCE. The County shall, and shall cause all of its contractors who perform any portion of the Project (each, a "Contractor") to, at no cost or expense to the District, procure and maintain insurance policies, coverages, and limits that the District determines, in its sole judgment, are sufficient to protect the District, the Temporary Easement Area, the Subject Property, and any other property owned by the District from the Indemnified Claims and all other actions by the County pursuant to this Agreement. The County will cause the District to be named as an additional insured on, and will provide to the District certificates of insurance acceptable to the District evidencing, the insurance required by this Section 10. Notwithstanding anything to the contrary in this Agreement, the County shall have the right to self-insure all risks required by this Agreement.

11. INTENTIONALLY OMITTED.

12. REVOCAION OF EASEMENT; REVERTER.

A. Revocation. If the County breaches any term or provision of this Agreement, and the County fails to cure such breach within the time provided for in this Agreement, or if no time is provided for in this Agreement, within a reasonable time, the District, in addition to any other remedy it may have, may: (i) terminate this Agreement, (ii) revoke the Easement, (iii) record with the office of the Recorder of Lake County, Illinois, a certified copy of a document revoking the Easement, and (iv) pursue any of the remedies set forth in this Agreement or otherwise available to the District at law or in equity.

B. Reverter. If the County ceases to use the Easement for the purposes set forth in Sections 1 and 2 of this Agreement for a period of eight months or more, the County will be deemed to have abandoned the Easement and all of the County's rights in the Temporary Easement Area shall revert to the District, and the District may prepare and record with the office of the Recorder of Lake County, Illinois, a certified copy of a document memorializing such abandonment.

13. COVENANTS RUNNING WITH THE LAND. The Easement shall be recorded against the Temporary Easement Area and, during the Term, the rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall run with the land and be binding upon and inure to the benefit of the District and the County and their respective mortgagees, lessees, heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Temporary Easement Area, or any portion thereof, and all persons claiming under them. Upon expiration of the Term or abandonment, reverter, or termination of the Easement, either party may record against the Temporary Easement Area a memorandum reciting such abandonment, reverter, or termination.

14. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) by a reputable overnight courier, or by (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (i) actual receipt, (ii) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit, or (iii) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 14, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the District shall be addressed and delivered to the following address:

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
Attention: Executive Director

with a copy to:

Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash, 21st Floor
Chicago, IL 60611
Attention: Mathew E. Norton

Notices and communications to the County shall be addressed and delivered to the following address:

Lake County Public Works
650 W Winchester Road
Libertyville, IL 60048

Attention: Austin McFarlane

with a Copy to:

State's Attorney's Office
18 N County Street
Waukegan, IL 60085

Attention: Stephen Rice

15. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement is the entire agreement between the Parties and supersedes all of their prior agreements and negotiations, written or oral, relating to the subject matter of this Agreement.

B. Governing Law. This Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.

C. No Waiver. Any act or omission by the District that may constitute a waiver of one or more its rights under this Agreement shall not constitute or be deemed to be a waiver of any other right that the District has or may have in the future under this Agreement.

D. Authority. Each person signing this Agreement hereby states and covenants that he or she has read, and understands, this Agreement, that he or she has the authority to execute this Agreement on behalf of the Party whom he or she represents, and that such Party intends to be legally bound by the provisions of this Agreement.

COUNTY:

DISTRICT:

By: _____

By: _____

Name: Austin McFarlane

Name: _____

Its: Interim Director of Public Works

Its: _____

ATTEST

By: _____
Name: David Humbert
Its: Principal Engineer

ATTEST

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2022, by _____, the _____ of the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a body politic and corporate, and by _____, the _____ of said District.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2022, by _____, the _____ of the **COUNTY OF LAKE**, a body politic and corporate, and by _____, the _____ of said County.

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

THAT PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 45, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN DRUCE'S LINDEN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1918 AS DOCUMENT 178314, IN LAKE COUNTY, ILLINOIS. THENCE SOUTH 89 DEGREES 49 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF GOLDSMITH'S LINDEN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1921 AS DOCUMENT 201740, IN LAKE COUNTY, ILLINOIS FOR 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF LINDEN AVENUE; THENCE SOUTH 0 DEGREES 10 MINUTES 39 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF LINDEN AVENUE FOR 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 10 MINUTES 39 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF LINDEN AVENUE FOR 24.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 21 SECONDS WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID GOLDSMITH'S LINDEN SUBDIVISION FOR 55.61 FEET; THENCE NORTH 0 DEGREES 25 MINUTES 07 SECONDS WEST FOR 24.00 FEET TO A LINE THAT IS 15.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID GOLDSMITH'S LINDEN SUBDIVISION; THENCE NORTH 89 DEGREES 49 MINUTES 21 SECONDS EAST FOR 55.72 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

GENERAL DEPICTION OF TEMPORARY EASEMENT AREA

Exhibit B

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351

0 5 10 20 Feet

Legend

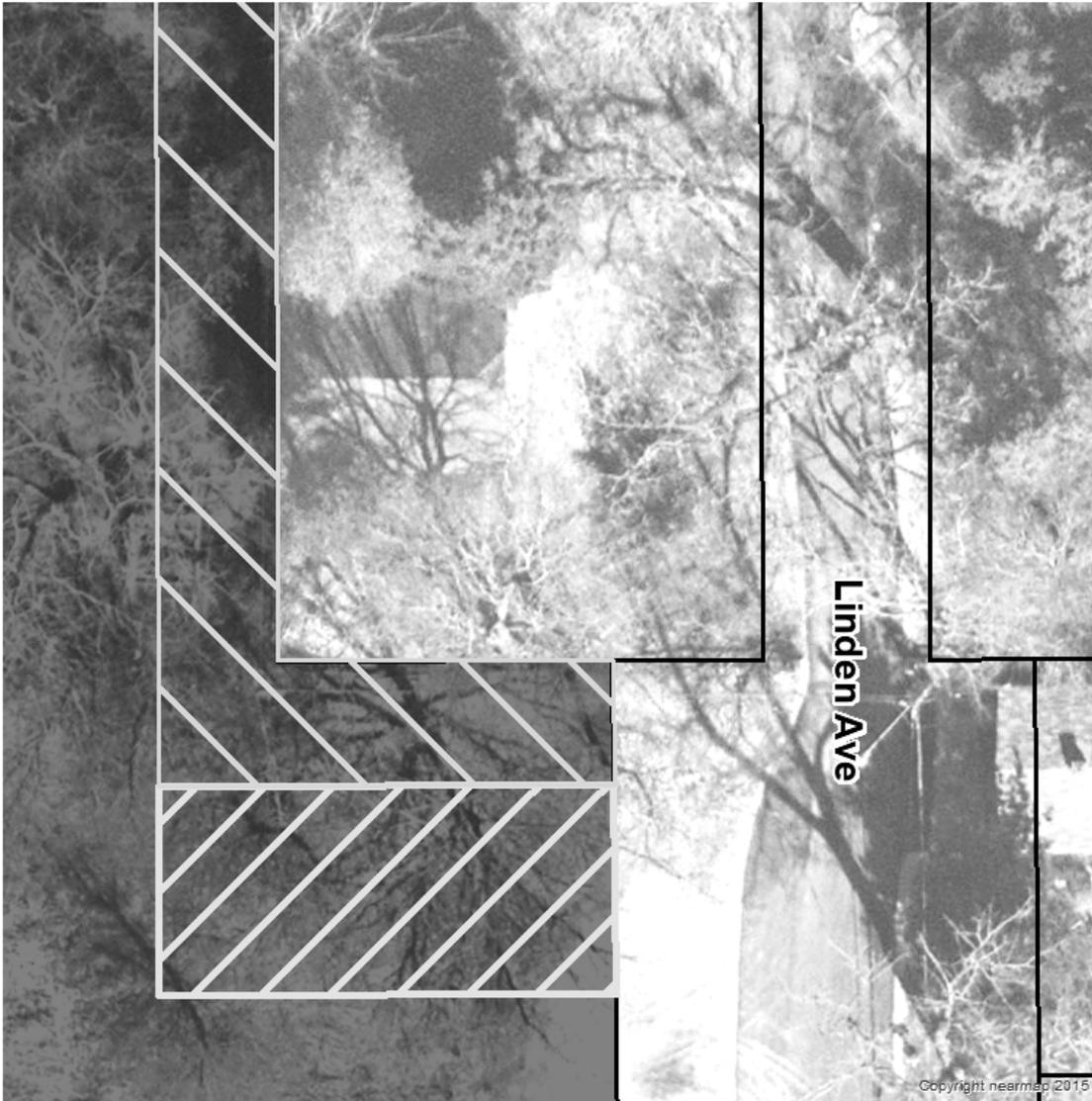
-  Subject Property
-  Temporary Easement Area
-  Permanent Easement Premises

Courtesy Copy Only.
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

2020 Aerial Photo

Prepared using information from:
Lake County Department of Information & Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373

Map Prepared 15 April 2022



Copyright neermap 2015

EXHIBIT C

THE PLANS



STORMWATER MANAGEMENT COMMISSION

TYPICAL CONSTRUCTION SEQUENCING

- 1.) Installation of soil erosion and sediment control SE/SC measures
a.) Selective vegetation removal for silt fence installation
b.) Silt fence installation
c.) Construction fencing around areas not to be disturbed
d.) Stabilized construction entrance
2.) Tree removal where necessary (clear & grub)
3.) Construct sediment trapping devices (sediment traps, basins...)
4.) Construct detention facilities and outlet control structure with restrictor & temporary perforated riser
5.) Strip topsoil, stockpile topsoil and grade site
6.) Temporarily stabilize topsoil stockpiles (seed and silt fence around toe of slope)
7.) Install storm sewer, sanitary sewer, water and associated inlet & outlet protection
8.) Permanently stabilize detention basins with seed and erosion control blanket
9.) Temporarily stabilize all areas including lots that have reached temporary grade
10.) Install roadways
11.) Permanently stabilize all outlet areas
12.) Install structures and grade individual lots
13.) Permanently stabilize lots
14.) Remove all temporary SE/SC measures after the site is stabilized with vegetation
* Soil erosion and sediment control maintenance must occur every two weeks and after every 1/2 or greater rainfall event

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION SOIL EROSION AND SEDIMENT CONTROL CONSTRUCTION NOTES

- A. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF HYDROLOGIC DISTURBANCE OF UPLAND AREAS.
B. FOR THOSE DEVELOPMENTS THAT REQUIRE A DESIGNATED EROSION CONTROL INSPECTOR (DEC), INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:

UPON COMPLETION OF SEDIMENT AND RUNOFF CONTROL MEASURES (INCLUDING PERIMETER CONTROLS AND DIVERSIONS), PRIOR TO PROCEEDING WITH ANY OTHER EARTH DISTURBANCE OR GRADING.

AFTER EVERY SEVEN (7) CALENDAR DAYS OR STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.

- C. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.

- D. A STABILIZED MAT OF CRUSHED STONE MEETING IDOT GRADATION CA-1 UNDERLAIN WITH FILTER FABRIC AND IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL, OR OTHER APPROPRIATE MEASURE(S) AS APPROVED BY THE ENFORCEMENT OFFICER, SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.

- E. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN.
F. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE END OF ACTIVE HYDROLOGIC DISTURBANCE OR REDISTURBANCE.

- G. ALL STOCKPILES SHALL HAVE APPROPRIATE MEASURES TO PREVENT EROSION. STOCKPILES SHALL NOT BE PLACED IN FLOOD PRONE AREAS OR WETLANDS AND DESIGNATED BUFFERS.
H. SLOPES STEEPER THAN 3H:1V SHALL BE STABILIZED WITH APPROPRIATE MEASURES AS APPROVED BY THE ENFORCEMENT OFFICER.

- I. APPROPRIATE EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL INTERIOR DETENTION BASIN SIDE SLOPES BETWEEN THE NORMAL WATER LEVEL AND HIGH WATER LEVEL.

- J. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY AN APPROPRIATE SEDIMENT CONTROL MEASURE.

- K. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DISCHARGES SHALL BE ROUTED THROUGH AN APPROVED ANIONIC POLYMER DEWATERING SYSTEM OR A SIMILAR MEASURE AS APPROVED BY THE ENFORCEMENT OFFICER. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE ENFORCEMENT OFFICER, OR APPROVED REPRESENTATIVE, MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.

- L. IF INSTALLED SOIL EROSION AND SEDIMENT CONTROL MEASURES DO NOT MINIMIZE SEDIMENT LEAVING THE DEVELOPMENT SITE, ADDITIONAL MEASURES SUCH AS ANIONIC POLYMERS OR FILTRATION SYSTEMS MAY BE REQUIRED BY THE ENFORCEMENT OFFICER.

- M. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE PROPERTY OWNER SHALL BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE AND REPAIR.

- N. ALL TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.

- O. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, ENFORCEMENT OFFICER, OR OTHER GOVERNING AGENCY.

EROSION CONTROL NOTES

- 1. AT A MINIMUM, THE CONTRACTOR SHALL INSTALL AND MAINTAIN SOIL EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE LATEST EDITION OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S URBAN MANUAL.
2. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS.
3. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ANY ROAD OF MATERIAL THAT IS FROM THE PROJECT. THIS WILL BE DONE AT THE CLOSE OF EACH DAY OF WORK OR MORE FREQUENTLY AS FIELD CONDITIONS WARRANT.
4. ALL STORM WATER STRUCTURES WITH OPEN LIDS SHALL BE PROTECTED WITH INLET FILTER BASKETS. DURING CONSTRUCTION, SEDIMENT SHALL BE REMOVED AS NEEDED, AND BASKETS SHALL BE REPAIRED OR REPLACED AS NEEDED.
5. AFTER ACHIEVING PERMANENT VEGETATION, ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE REMOVED, AND THE DRAINAGE STRUCTURES SHALL BE CLEANED.
6. THE CONTRACTOR SHALL KEEP A WATER SOURCE AT THEIR DISPOSAL FOR THE PURPOSE OF WATERING DOWN SOIL ON SITE AND ADJACENT ROADWAYS WHICH OTHERWISE MAY BECOME AIRBORNE.
7. THE CONTRACTOR SHALL STABILIZE ALL IDLE, DISTURBED AREAS WITHIN SEVEN DAYS OF CESSATION OF THE CONSTRUCTION ACTIVITIES IN THAT AREA.
8. THE CONTRACTOR IS EXPRESSLY ADVISED NOT TO DISTURB AREAS WHICH ARE OUTSIDE THOSE NECESSARY TO PROVIDE THE IMPROVEMENTS AS CALLED FOR IN THE PLANS.
9. ALL EROSION CONTROL MEASURES SHALL BE REPLACED IF DAMAGED OR MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
10. ALL BYPASS CHANNELS, MUST BE CONSTRUCTED SO THAT CHANNEL FLOWS WILL NOT CAUSE EROSION OF EXCAVATED MATERIAL. IN EACH CASE A SEDIMENTATION BASIN MUST BE CONSTRUCTED SO AS TO ALLOW THE SEDIMENT TO SETTLE PRIOR TO THE DOWNSTREAM OUTLET OF THE PROJECT AREA.
11. PUMPS MAY BE USED AS BYPASS DEVICES, BUT IN NO CASE WILL THE WATER BE DIVERTED OUTSIDE THE PROJECT LIMIT. ALL PUMPED WATER SHALL BE FREE OF SILT. PUMPING MAY REQUIRE THE USE OF A SEDIMENT CONTAINMENT FILTER BAG AND OTHER SUPPLEMENTAL SEDIMENT CONTROL MEASURES.
12. CONCRETE WASHOUT FACILITIES SHALL BE MADE AVAILABLE IF NEEDED, AND PROPERLY MAINTAINED THROUGHOUT THE PROJECT.
13. PROPERLY MANAGE ALL MATERIAL STORAGE AREAS, PORTABLE TOILETS, AND EQUIPMENT FUELING, CLEANING, AND MAINTENANCE AREAS TO ENSURE THESE AREAS ARE FREE OF SPILLS, LEAKS, OR OTHER POTENTIAL POLLUTANTS.
14. WASTE, CONSTRUCTION DEBRIS, AND BUILDING MATERIALS SHALL BE COLLECTED AND PLACED IN APPROVED RECEPTACLES.

LAKE COUNTY PUBLIC WORKS NOTES FOR SANITARY SEWER IMPROVEMENTS

GENERAL

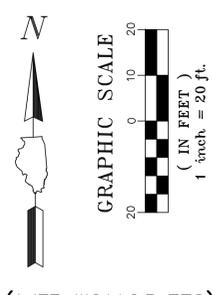
- 1. ALL SEWER AND WATER MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND ORDINANCES OF LAKE COUNTY PUBLIC WORKS (LCPW). ILLINOIS RECOMMENDED STANDARDS FOR SEWAGE WORKS, LATEST EDITION, AND THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN ILLINOIS, LATEST EDITION, AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS, LATEST EDITION.
2. CONTRACTOR SHALL NOTIFY LCPW AT LEAST TWO (2) WORKING DAYS (48 HOURS) PRIOR TO THE START OF WATER AND/OR SEWER CONSTRUCTION AT 847-377-7145.
3. LCPW SHALL BE GRANTED ACCESS TO ALL PARTS OF THE CONSTRUCTION SITE AND SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND/OR REJECT ALL WATER MAIN, WATER SERVICE, SANITARY SEWER AND SANITARY SERVICE IMPROVEMENTS.
4. ALL SANITARY SEWER AND WATER MAIN SHALL BE INSPECTED AND APPROVED BY LCPW PRIOR TO BACKFILL.

GHA GEWALT HAMILTON ASSOCIATES, INC. 625 Forest Edge Drive Vermon Hills, IL 60061 TEL 847.478.9700 FAX 847.478.9701

COPYRIGHT NOTICE This drawing is the property of Gewalt-Hamilton Assoc., Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced without the written permission from Gewalt-Hamilton Associates, Inc.

GENERAL NOTES, 2 OF 2 LINDEN AVENUE SANITARY SEWER REHABILITATION LAKE COUNTY PUBLIC WORKS DEPARTMENT LAKE COUNTY, ILLINOIS

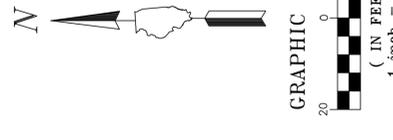
Table with columns: NO., BY, DATE, REVISION. Includes drawing information: FILE: 5600.008_DTI.dwg, DRAWN BY: WR, DATE: 2-24-22, GHA PROJECT #: 5600.008, CHECKED BY: B.W, DATE: 2-24-22, SCALE: N.T.S., SHEET NUMBER: 3 OF 15 SHEETS.



MATCHLINE STA. 24+50 (SEE BOTTOM LEFT)

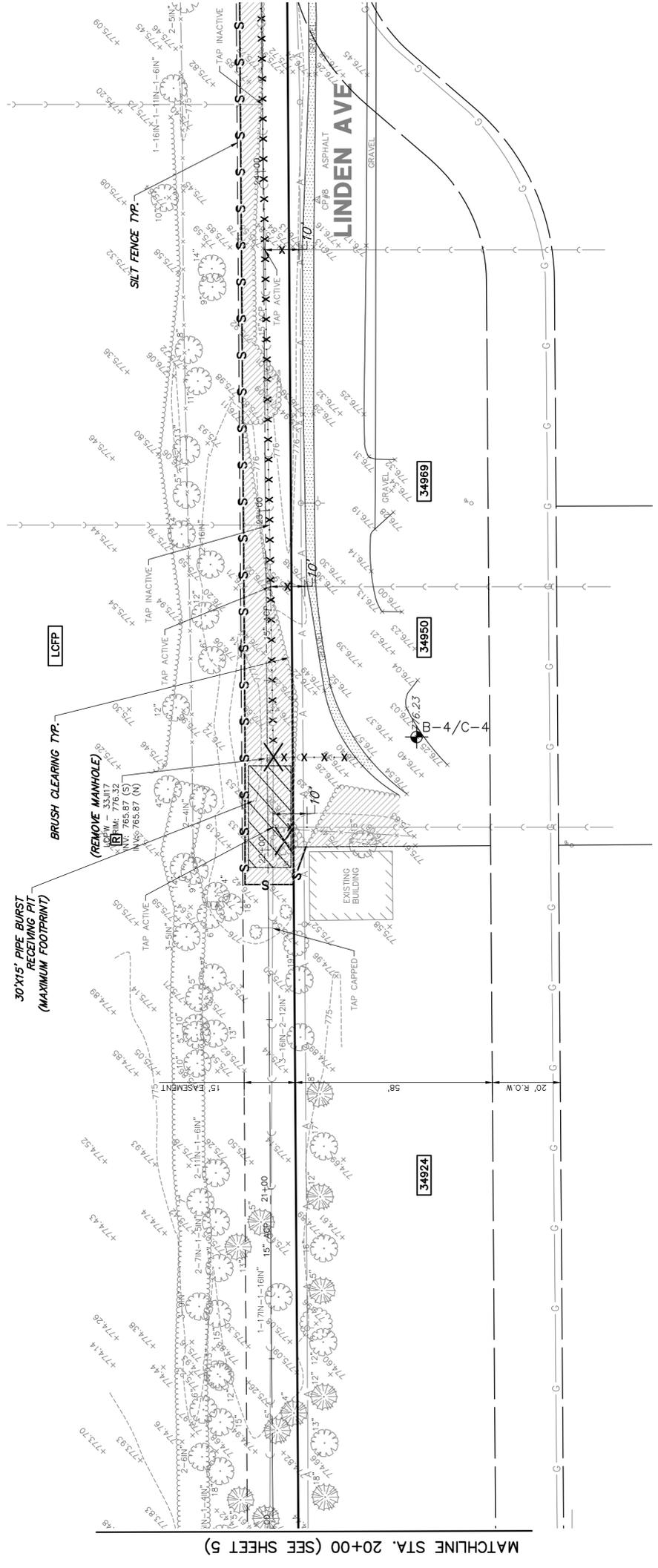
DEMOLITION/EROSION LEGEND

	AGGREGATE REMOVAL (AS REQUIRED)
	DRIVEWAY PAVEMENT REMOVAL
	PAVEMENT REMOVAL FULL DEPTH
	CLEARING AND GRUBBING
	WOOD/PLASTIC MATTING
X	STRUCTURE REMOVAL
X · X · X	UTILITY TO BE REMOVED
	TREE ROOT PRUNING
	TREE/SHRUB REMOVAL
S	SILT FENCE INSTALLATION
	TEMPORARY TREE FENCE
X	SIGN REMOVAL
	PAVEMENT SAWCUT
CF	CONSTRUCTION FENCE
	ROLLED EROSION CONTROL PRODUCT (COIR ROLL)
	STRUCTURE TO BE REMOVED



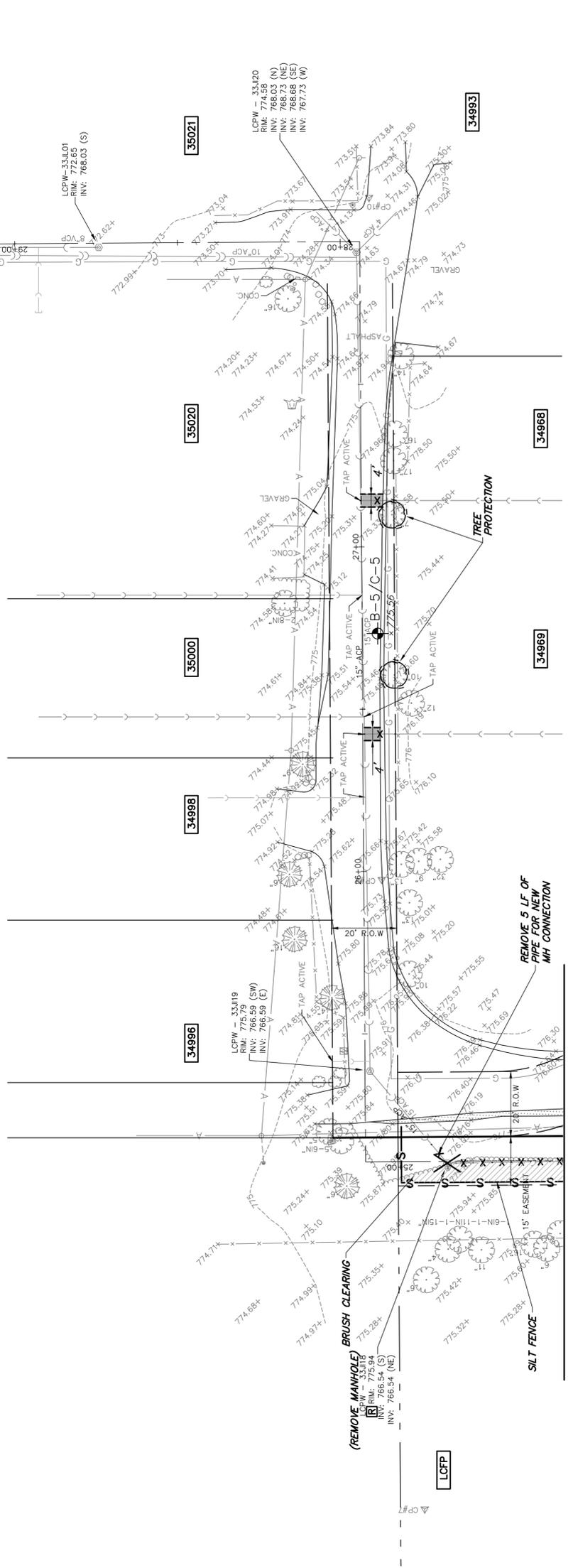
FILE: 5600.008_P04.dwg	SHEET NUMBER
DRAWN BY: WR	GHA PROJECT #
DATE: 2-24-22	5600.008
CHECKED BY: B.W.	SCALE:
DATE: 2-24-22	1"=20'

NO.	BY	DATE	REVISION



MATCHLINE STA. 20+00 (SEE SHEET 5)

LINDEN AVENUE



MATCHLINE STA. 24+50 (SEE TOP RIGHT)

LINDEN AVENUE

DEMOLITION PLAN (STA: 20+00 TO 29+00)

LINDEN AVENUE SANITARY SEWER REHABILITATION
LAKE COUNTY PUBLIC WORKS DEPARTMENT
LAKE COUNTY, ILLINOIS

COPYRIGHT NOTICE
This drawing is the property of Gevalt-Hamilton Associates, Inc. and is not to be used for any purpose other than the specific project and site named herein, and cannot be reproduced without the written permission from Gevalt-Hamilton Associates, Inc.

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive
Vernon Hills, IL 60061
TEL 847.478.9700 FAX 847.478.9701

