

**Deerfield Road Improvements
County Section 15-00038-07-WR
Sanitary Sewer and Lift Station Replacement
LETTER OF INTENT AND CONCURRENCE**

May 12, 2026

Mr. Austin McFarlane
Director
Lake County Department of Public Works
650 West Winchester Road
Libertyville, IL 60048

Dear Director McFarlane,

The Division of Transportation (LCDOT) is currently designing a roadway improvement on Deerfield Road (County Highway 11) between US45/IL21 (Milwaukee Avenue) and Saunders Road (County Highway 58), with construction anticipated to begin in the fall of 2026, contingent upon project readiness and land acquisition. The scope of this work includes road reconstruction, construction of a multi-use path, sidewalk, mid-block crossings, watermain modifications, landscaping, and the construction of intersection improvements at Illinois Route 21, Portwine Road, Hoffman Lane, Timberwood Lane, and Saunders Road (hereinafter ROADWAY IMPROVEMENTS).

Existing Lake County Department of Public Works (LCPW) lift station and sanitary sewers within the project limits have been determined to be in conflict with the ROADWAY IMPROVEMENTS and need to be relocated and/or adjusted. Furthermore, LCPW desires to have additional sanitary sewer lines upgraded within the limits of the ROADWAY IMPROVEMENTS. Below please find a summary of the proposed sanitary sewer improvements based on discussions between LCPW staff and LCDOT's project team (hereinafter SANITARY IMPROVEMENTS):

1. Gravity Sanitary Sewer Lines along Deerfield Road from US45/IL21 to Saunders Road
 - a. US45/IL21 to Des Plaines River: The asbestos cement and vitrified clay pipes are deteriorated, with severe corrosion, debris, and mineral deposits.
 - i. Proposed Repairs: Install 1,983 feet of new parallel sanitary sewers.
 - b. Des Plaines River to Saunders Road: The vitrified clay pipes have sags, cracks, and infiltration.
 - i. Proposed Repairs: Install 7,562 feet of new parallel sanitary sewers.
 - c. Saunders Road System (900' south of Deerfield Road to 300' north of Deerfield Road): The system is generally in fair condition with isolated issues.
 - i. Proposed Repairs: New sanitary sewer line to be installed (in-kind) from the intersection to 264' north of Deerfield and 850' south of Deerfield
 - d. Existing sanitary sewer lines will be filled and abandoned.
2. Sanitary Lift Station located 240' east of the Des Plaines River
 - a. New sanitary lift station is proposed approximately 350' east of the existing location, which requires extension of 420' of new sanitary sewer force main.
 - b. Sanitary Lift Station will include:

- i. Two sets of pumps for higher efficiency in low flow scenarios, and high pump capabilities for high flow scenarios.
- ii. Submersible pump design within the wet well that allows for pumps to be removed without operator entry
- iii. Ample space for maintenance vehicles and workers to be separated from the road, minimizing traffic disruption and increasing worker safety.

Per discussions with LCPW staff, LCPW's cost participation, ownership, and maintenance responsibilities for the SANITARY IMPROVEMENTS shall be in accordance with the following terms and conditions:

1. LCDOT agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the ROADWAY IMPROVEMENTS, including the SANITARY IMPROVEMENTS, in accordance with LCDOT policies and standards, as approved by the Illinois Department of Transportation (IDOT).

As of this writing, the current plans are the pre-final set of plans prepared by Christopher B. Burke Engineering, Inc., with a submission date of January 19, 2026. Said plans, by reference herein, hereby become a part hereof. LCPW shall have the opportunity to review and approve said plans with respect to LCPW Facilities. Said review and approval of the plans by LCPW shall not be unreasonably withheld.

2. It is mutually agreed by and between the parties hereto that the ROADWAY IMPROVEMENTS will be let, administered and awarded by IDOT. As of this writing, the anticipated letting date for the ROADWAY IMPROVEMENTS is September 18, 2026. (The letting date is subject to change, without notice to LCPW, and is dependent upon project readiness and the availability of project funding.)
3. LCDOT agrees to cause the ROADWAY IMPROVEMENTS to be constructed and to perform, or cause to be performed, the construction engineering for the ROADWAY IMPROVEMENTS in accordance with LCDOT procedures and requirements, as approved by IDOT, with reimbursement from LCPW as hereinafter stipulated.
4. It is mutually agreed by and between the parties hereto that LCPW's facility information depicted on the plans, including size, material and location, is based on field surveys and information provided to LCDOT by LCPW and has been verified by LCPW to be accurate.
5. It is mutually agreed by and between the parties hereto that during construction of the ROADWAY IMPROVEMENTS, LCDOT shall coordinate the SANITARY IMPROVEMENTS with LCPW and LCPW will be responsible to coordinate any effect of this work with its customers.
6. It is mutually agreed by and between the parties hereto that LCPW shall oversee the installation and supply field engineering/inspection assistance to the LCDOT and LCDOT's contractor(s), as it relates to the SANITARY IMPROVEMENTS work. LCDOT will be responsible for general construction oversight of the SANITARY IMPROVEMENTS work including taking field measurements to establish final contract quantities.
7. LCPW agrees to be responsible for one hundred percent (100%) of the costs for the SANITARY IMPROVEMENTS, including one hundred percent (100%) of the cost for Design Engineering, Construction, and Construction Engineering.

8. It is mutually agreed by and between the parties hereto that LCDOT has prepared the plans to be eligible for federal funding.

It is further mutually agreed by and between the parties hereto that, as of this writing, the SANITARY IMPROVEMENTS are anticipated to be funded using local funds as the amount of federal funding allocated to the project is fixed and the total ROADWAY IMPROVEMENTS costs have surpassed the maximum amount of federal funding available. If additional federal funding is secured and/or if favorable bids are received for the ROADWAY IMPROVEMENTS, at the discretion of LCDOT, LCPW's share of the cost for Construction of the SANITARY SEWERS, for any items deemed to be federally eligible by IDOT, could be reduced.

9. LCPW agrees that its estimated obligation under this LETTER OF INTENT AND CONCURRENCE for the SANITARY IMPROVEMENTS constructed as part of the ROADWAY IMPROVEMENTS is \$7,356,304 based on the current engineer's estimate of probable costs.

LCPW further agrees that upon award of the construction contract for the ROADWAY IMPROVEMENTS, estimated to be December 1, 2026, LCPW will pay to LCDOT within thirty (30) days of the receipt of an invoice from LCDOT, an initial payment for part of its obligation for the SANITARY IMPROVEMENTS. It is agreed LCPW shall owe to LCDOT a lump sum based on the awarded unit prices, an amount equal to twenty-five percent (25%) of its obligation incurred under this LETTER OF INTENT AND CONCURRENCE for the SANITARY IMPROVEMENTS. Payment at the time of the award and receipt of an initial invoice is estimated to be \$1,839,076.

LCPW further agrees to pay LCDOT the remaining balance of its obligation as follows:

- a. Second Payment: Twenty-five percent (25%) of LCPW's obligation, estimated to be \$1,839,076, shall be due after December 1st, 2027, within thirty (30) days of the receipt of an invoice from LCDOT.
 - b. Third Payment: Twenty-five percent (25%) of LCPW's obligation, estimated to be \$1,839,076, shall be due after December 1st, 2028, within thirty (30) days of the receipt of an invoice from LCDOT.
 - c. Fourth and Final Payment: The remaining twenty-five percent (25%) of LCPW's obligation, estimated to be \$1,839,076, shall be due after December 1st, 2029, or upon completion of the project, whichever is later, within thirty (30) days of the receipt of an invoice from LCDOT. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the SANITARY IMPROVEMENTS.
10. LCPW's sanitary sewer facilities will continue to be owned and maintained by LCPW within the right-of-way of Deerfield Road (County Highway 11) and Saunders Road (County Highway 58). It is further mutually agreed by and between the parties hereto that LCPW must submit to LCDOT for approval, an executed form, Local Agency Facility Acceptance on a County Highway, upon substantial completion of construction, for the LCPW facilities within County highway right-of-way, the acceptance of which shall not be unreasonably withheld. The substantial completion date is anticipated to be late in 2028 based on the current targeted letting date. The Local Agency Facility Acceptance Form is attached as Exhibit B to LETTER OF INTENT AND CONCURRENCE, which, by reference herein, is hereby made a part hereof.

Please indicate your concurrence with the provisions set forth herein by signing and returning a copy of this LETTER OF INTENT AND CONCURRENCE. If you have any questions, please contact Chuck Gleason, LCDOT Manager of Capital Project Development at (847) 377-7447. We appreciate your assistance and cooperation on this important transportation improvement project.

Very truly yours,



Shane E. Schneider, P.E.
Director of Transportation/County Engineer
Lake County Division of Transportation

ACCEPTED BY LAKE COUNTY DEPARTMENT OF PUBLIC WORKS

Austin McFarlane
Director

Date: _____

Exhibit A
Engineer's Estimate of Cost Sharing for Lake County Public Works
Deerfield Road Improvements
From Illinois Route 21 (Milwaukee Avenue) to Saunders Road
15-00038-07-WR

	Total Cost	Federal Share	LCPW Share
Lift Station Construction Cost	\$ 2,156,825	\$ -	\$ 2,156,825
Sanitary Sewer Construction Cost	\$ 4,353,179	\$ -	\$ 4,353,179
SANITARY IMPROVEMENT Construction Cost	\$ 6,510,004	\$ -	\$ 6,510,004
Design Engineering (3% of Construction Cost)	\$ 195,300	\$ -	\$ 195,300
Construction Engineering (10% of Construction Cost)	\$ 651,000	\$ -	\$ 651,000
SANITARY IMPROVEMENT Total Costs	\$ 7,356,304	\$ -	\$ 7,356,304

These estimated costs are based on the current Engineer's Estimate of Probable Cost. Actual costs will be based on bid prices, availability of federal funds and actual work performed during construction. Design Engineering is typically calculated at 7% of Construction Costs, however, it has been reduced to 3% as LCPW had a separate contract to design some of the SANITARY IMPROVEMENT work.

Exhibit B

Local Agency Facility Acceptance on a County Highway

Deerfield Road (2 Pages)

Saunders Road (2 Pages)

GENERAL CONDITIONS FOR LOCAL AGENCY FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

1. In submitting this Acceptance, the Local Agency agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.
2. The Local Agency shall supply, at its expense, such information or submittals as may be required for review and to make such changes or revisions as required by the Lake County Division of Transportation.
3. Lack of an immediate response to this form or any information or submittals supplied for review and/or comment shall not be construed as approval or acceptance by the County Engineer or the Lake County Division of Transportation, nor shall they be held responsible for any costs or delays due to the processing time required.
4. The review of the Local Agency Facility shall be based on the primary use of the County Highway right-of-way for the safe and efficient movement of vehicular traffic and the maintenance and improvements needed to support such primary use.
5. The Lake County Division of Transportation shall not be responsible for providing room within the County Highway right-of-way for the Local Agency Facility.
6. This Acceptance does not relieve the Local Agency from complying with any statutes, regulations, ordinances or administrative orders of the Federal, State or County Governments or any political subdivision or administrative agencies that may apply to the Local Agency Facility.
7. The Local Agency shall obtain permission from the legal property owner of the County Highway right-of-way where the Local Agency Facility will be located.
8. Unless otherwise stated in the issued Facility Permit, the Local Agency and its successors and assigns shall be responsible for the following:
 - a. The operation and maintenance of the Local Agency Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Local Agency Facility in a safe condition for use by the Public, not creating any hazardous conditions, providing any special maintenance which may include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf areas, making changes or revisions to the Local Agency Facility needed because of the maintenance operations of the Lake County Division of Transportation or use of the County Highway right-of-way by the General Public and restoring portions of the County Highway right-of-way disturbed by repairs, maintenance, extensions, service connections, and/or other work done to the Local Agency Facility without a Facility Permit being issued.
 - b. Any additional costs to the County of Lake and/or its Division of Transportation for road improvements and/or maintenance work due to the location and/or use of the Local Agency Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Local Agency Facility to accommodate said road improvements and/or maintenance work and/or damage to County Property and/or equipment.
 - c. For indemnifying, defending and holding harmless the County of Lake and the Lake County Division of Transportation including their elected and duly appointed officials, agents, employees and representatives from and against any and all claims, suits, actions, losses, expenses, damages, injuries, deaths, judgments and demands arising from and relating to the location and/or use of the Local Agency Facility within the County Highway right-of-way regardless of any limitations of insurance coverage.
 - d. Other items as specified in the Lake County, IL Code of Ordinances, as amended.
9. If a separate application is made by an Applicant other than the Local Agency to construct the Facility, then the Local Agency, by submitting this Acceptance, hereby acknowledges that it will become the successor or assign of this Applicant for the said Facility.

SIGNATURE BLOCK

<p>ATTEST:</p> <p>_____</p> <p align="center">Notary signature (seal)</p> <p>_____</p> <p align="center">(Printed name of above signature)</p>	<p align="center">FOR THE LOCAL AGENCY:</p> <p>By: _____</p> <p align="center">Local Agency Director/President</p> <p>_____</p> <p align="center">(Printed name of above signature)</p> <p>Date: _____</p>
---	--



600 W. Winchester Road
Libertyville, IL 60048
Telephone: (847) 377-7400
hdpermits@lakecountyil.gov

LOCAL AGENCY FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

(Please print or type)

Local Agency: Lake County Department of Public Works
Mailing Address: 650 W. Winchester Road, Libertyville, IL 60048
Website: Enter text. Telephone: 847-377-7500

Being a Local Agency corporation in the State of Illinois, County of Lake, hereby requests permission from the County Engineer of Lake County to locate and maintain the below described Local Agency Facility within the right-of-way limits of a County Highway in accordance with the Lake County, IL Code of Ordinances, as amended. The Local Agency Facility is described as follows:

1. **Name of County Highway:** Deerfield Rd

2. **Location of Facility:** From: 300' north of Deerfield Road
(From street to street with offsets) To: 900' south of Deerfield Road

3. **Type of Local Agency Facility** (check all that apply):
 Street lighting Sanitary sewer line Water main/Water line
 Sidewalk Bike path Other Enter text.

4. **Facility to be constructed by** (check all that apply):
 Local Agency Crew Contractor Developer
 Other Enter text.

Name & Company: TBD, to be built as part of LCDOT's Deerfield Rd. Improvements (15-00038-07-WR)
Mailing Address: Enter text.
Telephone Number: Enter text. Mobile Number: Enter text.
E-mail Address: Enter text.

Additional contact (if needed):
Name & Company: Enter text.
Mailing Address: Enter text.
Telephone Number: Enter text. Mobile Number: Enter text.
E-mail Address: Enter text.

5. **Comments** (if needed): Specified in the Letter of Intent and Concurrence dated May 12, 2026

NOTES: This Acceptance is subject to the General Conditions as printed on the reverse side of the form.
THIS APPLICATION IS ONLY VALID WHEN AN ORIGINAL SIGNATURE IS PROVIDED ON PAGE 2.

GENERAL CONDITIONS FOR LOCAL AGENCY FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

1. In submitting this Acceptance, the Local Agency agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.
2. The Local Agency shall supply, at its expense, such information or submittals as may be required for review and to make such changes or revisions as required by the Lake County Division of Transportation.
3. Lack of an immediate response to this form or any information or submittals supplied for review and/or comment shall not be construed as approval or acceptance by the County Engineer or the Lake County Division of Transportation, nor shall they be held responsible for any costs or delays due to the processing time required.
4. The review of the Local Agency Facility shall be based on the primary use of the County Highway right-of-way for the safe and efficient movement of vehicular traffic and the maintenance and improvements needed to support such primary use.
5. The Lake County Division of Transportation shall not be responsible for providing room within the County Highway right-of-way for the Local Agency Facility.
6. This Acceptance does not relieve the Local Agency from complying with any statutes, regulations, ordinances or administrative orders of the Federal, State or County Governments or any political subdivision or administrative agencies that may apply to the Local Agency Facility.
7. The Local Agency shall obtain permission from the legal property owner of the County Highway right-of-way where the Local Agency Facility will be located.
8. Unless otherwise stated in the issued Facility Permit, the Local Agency and its successors and assigns shall be responsible for the following:
 - a. The operation and maintenance of the Local Agency Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Local Agency Facility in a safe condition for use by the Public, not creating any hazardous conditions, providing any special maintenance which may include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf areas, making changes or revisions to the Local Agency Facility needed because of the maintenance operations of the Lake County Division of Transportation or use of the County Highway right-of-way by the General Public and restoring portions of the County Highway right-of-way disturbed by repairs, maintenance, extensions, service connections, and/or other work done to the Local Agency Facility without a Facility Permit being issued.
 - b. Any additional costs to the County of Lake and/or its Division of Transportation for road improvements and/or maintenance work due to the location and/or use of the Local Agency Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Local Agency Facility to accommodate said road improvements and/or maintenance work and/or damage to County Property and/or equipment.
 - c. For indemnifying, defending and holding harmless the County of Lake and the Lake County Division of Transportation including their elected and duly appointed officials, agents, employees and representatives from and against any and all claims, suits, actions, losses, expenses, damages, injuries, deaths, judgments and demands arising from and relating to the location and/or use of the Local Agency Facility within the County Highway right-of-way regardless of any limitations of insurance coverage.
 - d. Other items as specified in the Lake County, IL Code of Ordinances, as amended.
9. If a separate application is made by an Applicant other than the Local Agency to construct the Facility, then the Local Agency, by submitting this Acceptance, hereby acknowledges that it will become the successor or assign of this Applicant for the said Facility.

SIGNATURE BLOCK

<p>ATTEST:</p> <p>_____</p> <p align="center">Notary signature (seal)</p> <p>_____</p> <p align="center">(Printed name of above signature)</p>	<p align="center">FOR THE LOCAL AGENCY:</p> <p>By: _____</p> <p align="center">Local Agency Director/President</p> <p>_____</p> <p align="center">(Printed name of above signature)</p> <p>Date: _____</p>
---	--