

INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY
STORMWATER MANAGEMENT COMMISSION
and
FREMONT TOWNSHIP
for the
ERHART ROAD TILE REPLACEMENT

THIS IS AN INTERGOVERNMENTAL AGREEMENT by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 W. Winchester Rd., Libertyville, Illinois 60048 (hereinafter called SMC) and FREMONT TOWNSHIP, 22385 Route 60, Mundelein, Illinois 60060 (hereinafter called TOWNSHIP).

PROJECT DESCRIPTION

The purpose of this project is to repair and replace a failing drain tile system to mitigate flood impacts to surrounding properties. This project includes the installation of one 24-inch diameter Storm Sewer Structure, one 48-inch diameter catch basin, and approximately 200 linear feet of six-inch storm sewer pipe in the right-of-way (ROW) of Erhart Road, west of Fremont Center Road. The project also includes final grading and restoration of disturbed areas. 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.
2. The TOWNSHIP will hire all consultants and/or contractors and procure all materials and/or equipment necessary to complete the PROJECT.
3. Upon request, 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.
4. The TOWNSHIP will prepare and submit to SMC 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.
5. The TOWNSHIP or its technical representative shall develop an Operation and Maintenance Plan (O&M Plan) to ensure the long-term viability of the PROJECT. The O&M Plan shall include annual inspections (min.) and appropriate maintenance

activities. The TOWNSHIP shall identify the financial resources for the implementation of the O&M Plan and include that information in the O&M Plan.

6. Easement documentation is not required for work within the TOWNSHIP ROW.
7. Where in-the-ground construction will or may occur outside the road ROW, the TOWNSHIP shall, **prior to construction**, provide SMC with evidence of all land rights necessary to complete and maintain the PROJECT improvements, including 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. Upon request, SMC staff may provide limited assistance. Land rights for each parcel shall include the following:
 - a) A recordable permanent easement for the PROJECT land area where the stormwater infrastructure (e.g., drainageway, storage area, swale, permeable parking area, etc.) is located;
 - b) If necessary, a temporary construction easement (or other right of access) to access the PROJECT area or construction site (permanent easement premises).
 - c) If necessary, a recordable permanent ingress and egress (easement) access path (a minimum of xx feet width) or access point (a minimum of xx feet width) for the purpose of accessing the permanent easement premises to maintain the constructed stormwater infrastructure (drainage improvements) associated with the PROJECT.

Instruments for 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). The TOWNSHIP shall provide SMC with evidence of such land rights prior to construction.

8. The PROJECT will comply with or be consistent with all applicable regulations, laws, and statutes. The TOWNSHIP will obtain all permits 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 the appropriate certified community (as applicable), 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. Please note that permit fees are the responsibility of the TOWNSHIP and are not reimbursable under this AGREEMENT; however, such fees may count toward the TOWNSHIP's share of the total PROJECT cost.
9. During the PROJECT, the TOWNSHIP 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 before, during, and after construction must be included.

SCHEDULE

1. The TOWNSHIP shall submit a PROJECT WORK PLAN to SMC on or before July 31, 2024.
2. The TOWNSHIP shall submit a brief written progress report on the PROJECT to SMC on or before August 31, 2024.
3. The TOWNSHIP shall complete the PROJECT on or before November 30, 2024. If necessary, the TOWNSHIP may request an extension from SMC (in writing) prior to November 1, 2024.
4. The TOWNSHIP shall submit a written final report on the PROJECT to SMC on or before November 30, 2024. If necessary, the TOWNSHIP may request an extension from SMC (in writing) prior to November 1, 2024.
5. The TOWNSHIP shall submit the O&M Plan concurrently with the project final report and should include annual inspections and appropriate maintenance activities.
6. The TOWNSHIP shall submit a written request for reimbursement of eligible PROJECT expenditures to SMC on or before November 30, 2024. If necessary, the TOWNSHIP may request an extension from SMC (in writing) prior to that date. Requests for reimbursement submitted after the deadline will not be honored unless the SMC granted an extension prior to that date.

COMPENSATION

1. The total cost of the PROJECT is approximately \$21,600.
2. SMC will reimburse the TOWNSHIP for 50% of eligible PROJECT expenditures made after execution of this AGREEMENT by SMC, or \$10,800, whichever is less.
3. Operation and maintenance costs that are not identified in the SCOPE OF WORK, or that occur after the terms of this Agreement, are not eligible for reimbursement.
4. Final 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 to SMC along with an invoice for the requested reimbursement amount and adequate documentation of the PROJECT expenditures (e.g., invoices, proof of payment, etc.), including in-kind services.

TERMS AND CONDITIONS

1. The terms of this AGREEMENT are valid until November 30, 2024. The TOWNSHIP agrees to be responsible for the long-term operation and maintenance of the PROJECT.
2. Either party may terminate this AGREEMENT upon 30 days written notice to the other party. In the event of such termination occurring prior to project completion, SMC shall reimburse the TOWNSHIP for 50% of eligible PROJECT expenditures made up to the date of termination, up to a maximum of \$5,400.
3. All adjustments, additions, and/or deletions to this AGREEMENT, including substantive 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's share of the total PROJECT cost.
5. The TOWNSHIP will include in any PROJECT-related publications created for general external circulation (e.g., 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."*
6. This AGREEMENT shall be governed by and construed according to the laws of the State of Illinois.
7. This AGREEMENT supersedes any and 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:**

FREMONT TOWNSHIP:

Kurt A. Woolford
Executive Director

Diana O'Kelly
Township Supervisor

Date: _____

Date: _____