

**INTERGOVERNMENTAL AGREEMENT**  
**between the**  
**LAKE COUNTY STORMWATER MANAGEMENT COMMISSION**  
**and the**  
**Warren Township Highway Department**  
**for the**  
**Gages Lake Area Drainage Improvements 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 the Warren Township Highway Department, c/o Amy Sarver Highway Commissioner, 17801 W. Washington Street Gurnee, IL. 60031 (hereinafter called LOCAL SPONSOR).

**PROJECT DESCRIPTION**

The LOCAL SPONSOR will investigate and intends to design a storm sewer system that increases the capacity from Gages Lake Road to Schwanee. The proposed design is expected to benefit 30 structures, 8 local roads and 2 primary roads with known flood damages, a total of 538 structures will indirectly be benefited by the reduction in HWLs within roadway corridors and along conveyance paths within the watershed. The project benefit will be documented by reduced roadway closures, sandbagging of homes and frequency of flooding. The PROJECT area is from Gages Lake Road to Schwanee. The work will involve the following:

1. Prepare preliminary and final design plans, with adequate detail to allow the plan set to be used for permitting and bidding.
2. Prepare and negotiate easements.
3. Prepare and submit the applications necessary to obtain the local, state and federal permits required to implement the project.
4. Prepare and execute easements upon availability of funding for construction.

The LOCAL SPONSOR will implement the project with assistance from Bleck Engineering Company, Inc. The PROJECT will be accomplished through administration by the LOCAL SPONSOR, and coordination with the adjacent property owners. This work is hereinafter called the PROJECT and has one project funding source from SMC.

**SCOPE OF WORK**

1. The LOCAL SPONSOR will complete the PROJECT as described above and within the Scope of Work.
2. The LOCAL SPONSOR will hire all consultants and/or contractors necessary to complete the PROJECT.

3. SMC will provide limited technical assistance to the LOCAL SPONSOR during implementation of the PROJECT. This may include review of design documents, permit applications, and/or the methods and materials that will be used during construction.
4. The LOCAL SPONSOR will identify and have an understanding and commitment form property owners of all land rights necessary to complete the PROJECT with the ability to secure and implement future 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.

LOCAL SPONOSR will need to have land rights for each parcel in the event construction funding becomes available and shall include:

- a) A recordable permanent easement for the PROJECT land area on which the stormwater infrastructure (i.e., drainageway, storage area) 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 (e.g., 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 LOCAL SPONSOR 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. Please note that all permit fees are the responsibility of LOCAL SPONSOR and are not reimbursable under this AGREEMENT; however, such permit fees may count toward LOCAL SPONSOR's share of the total PROJECT cost.
6. During the PROJECT, LOCAL SPONSOR will share with SMC design progress.

**SCHEDULE**

1. The LOCAL SPONSOR shall complete the PROJECT on or before November 30, 2025. If necessary, an extension may be requested in writing by LOCAL SPONSOR prior to such date.
2. The LOCAL SPONSOR shall submit a written request for reimbursement of eligible PROJECT expenses to SMC on or before November 30, 2025. If necessary, an extension may be requested in writing by LOCAL SPONSOR 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 \$388,730.00 per Bleck Engineering Company, Inc. via email on August 27, 2024.
2. SMC will reimburse the LOCAL SPONSOR for up to 50% of eligible PROJECT expenditures or \$175,000, whichever is less. Total SMC reimbursement will not exceed \$175,000 for the PROJECT. See **Table 1** for a PROJECT cost-share summary breakdown.

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

<b>Project</b>	<b>Total Costs</b>	<b>Local Sponsor Costs</b>	<b>DCEO-STOCIP Funding**</b>
Current	\$388,730.00	\$213,730.00	\$175,000.00
<i>** DCEO-STOCIP funding cannot be used towards easements, deeds, plat restrictions or requirements as part of a regulatory permit.</i>			

3. The LOCAL SPONSOR will coordinate with local residents and provide project education and outreach.
4. Payment of reimbursable expenditures shall become due and payable by SMC upon the receipt of a written request for reimbursement from LOCAL SPONSOR for the requested reimbursement amount, complete with adequate documentation of the PROJECT expenditures (i.e., invoices, and proof of payment).
  - a) At 25% \$43,750.00 can be reimbursed for up to expenses incurred up \$97,182.00,
  - b) At 50% \$43,750.00 can be reimbursed for up to expenses incurred up \$194,364.00,
  - c) At 75% \$43,750.00 can be reimbursed for up to expenses incurred up \$291,546.00, and
  - d) At 100% completion of the PROJECT \$43,750.00 can be reimbursed for the remainder of expenses incurred up to \$350,000.

**TERMS AND CONDITIONS**

1. The terms of this AGREEMENT are valid until November 30, 2025.
2. Either party may terminate this AGREEMENT upon thirty days' written notice to the other party. In the event of such termination, SMC shall reimburse LOCAL SPONSOR for 50 percent of eligible PROJECT expenditures made up to the date of termination, up to a maximum of \$175,000.
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 LOCAL SPONSOR 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."*
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:**

**WARREN TOWNSHIP HIGHWAY  
DEPARTMENT:**

\_\_\_\_\_  
Kurt Woolford  
Executive Director

\_\_\_\_\_  
Amy Sarver  
Highway Commissioner

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

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