

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)  
INTERGOVERNMENTAL AGREEMENT  
between the  
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION  
AND THE  
VILLAGE OF FOX LAKE  
FOR  
KNOLLWOOD SUBDIVISION FLOOD MITIGATION AND ROAD IMPROVEMENTS

This is an agreement by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as "SMC"), 500 West Winchester Road, Libertyville, Illinois 60048 and the Village Of Fox Lake, (herein referred to as "LOCAL SPONSOR", 66 Thillen Drive Fox Lake, Illinois 60020.

ARTICLE I  
AWARD AND SMC/LOCAL SPONSOR – SPECIFIC PROJECT INFORMATION

**1.1 Purpose.** The DCEO-STOCIP Program's primary role is to assist in implementing regional stormwater infrastructure projects to resolve multi-jurisdictional drainage and flooding-related problems discovered through interactions of SMC personnel with the public, local governments, and other project partners. Projects will be consistent with the program requirements set forth by the Illinois Department of Commerce and Economic Opportunity (herein referred to as "DCEO") as enumerated in Grant Agreement# 21-413010, the SMC DCEO-STOCIP Policies and Procedures and this AGREEMENT. The intent of DCEO-STOCIP is to resolve major flooding problems through the allocation of capital infrastructure funding across Lake County's four major watersheds: the Fox River, Des Plaines River, North Branch Chicago River, and Lake Michigan. Over the life of the program the funding distribution will take into account the equalized assessed valuation (EAV) of the property within each major watershed; while utilizing the CMAP Principles of Inclusive Growth, Resilience, and Prioritized Investment with regard to distribution to local government and political jurisdictions; and give consideration of the SMC Enhanced Environmental Justice areas.

**1.2 Project Description.** Knollwood Subdivision Flood Mitigation and Road Improvements (herein referred to as "PROJECT") is located in Fox Lake, Illinois (refer to Exhibit 1). The PROJECT scope consists of elevating approximately 4,100 lineal feet of roadway at an average of 1.4 feet. The work also includes repairing and replacing roadway drainage structures, adjacent appurtenances, earth excavation, and grading and shaping ditches. The work includes tree and brush clearing and mass grading as well as the applicable soil erosion and sediment control measures and site restoration. The work includes the carrying out of all duties and obligations and the furnishing of all labor, material, tools, equipment, and other incidentals necessary or convenient to the successful completion of the project as depicted on the Concept Plan (refer to Exhibit 2).

**1.3 Amount of Grant Contribution for PROJECT.** This PROJECT is funded through an Illinois Department of Commerce and Economic Opportunity (DCEO) Grant in an amount not to exceed \$2,736,305.00. Per ATTACHMENT B, the Grant Contribution includes a value of \$2,102,255 for construction services and a value of \$634,050 for engineering, design, and construction management services for PROJECT implementation. Only Project Expenses specified in ATTACHMENT B that are incurred during the term of this Agreement and after DCEO approval and execution of the project Agreement can be paid. SMC will make payments to contractors and for eligible project expenses from the Grant funds. Funding for this PROJECT is contingent upon funding from DCEO, LOCAL SPONSOR'S compliance with the terms of the DCEO-SMC Grant Agreement, compliance with terms and conditions of the DCEO-STOCIP program, and compliance with all applicable federal and state laws and regulations. PROJECT costs above the not-to-exceed value shall be paid by the LOCAL SPONSOR.

**1.4 Required Project Expense Match.** A Project Expense Match (PEM) of \$184,775.00 will be paid by the LOCAL SPONSOR to SMC to support administrative and engineering services. The PEM shall be paid to SMC by November 30, 2022. If this Agreement is terminated prior to construction, PEM costs shall be determined as set forth in Section 6.5.c.

**1.5 Project Costs Exceeding Grant Contribution.** LOCAL SPONSOR will work with SMC to define PROJECT scope of services and PROJECT construction costs. SMC will solicit construction services by means of Public Notice and Public Bid Opening per state laws and regulations. If lowest qualified bidder proposal exceeds \$2,102,255 for construction services, LOCAL SPONSOR shall provide funds to SMC to cover the costs in excess of \$2,102,255. If change orders for the work result in costs in excess of \$2,101,255 LOCAL SPONSOR shall provide funds to SMC to pay for such costs. SMC will work with LOCAL SPONSOR during PROJECT construction to manage construction budget and cost revisions to construction contract.

**1.6 Project Management and Responsibilities for Project.** Program management and assigned responsibilities for all PROJECT phases is detailed in the Scope of Work Tasks set forth on Attachment A and incorporated herein. The SMC is the Project Manager for the PROJECT. On behalf of the LOCAL SPONSOR the SMC is the contract administrator for design, engineering, and public notice bid services for the PROJECT. The SMC is also the Project Manager for PROJECT implementation. The SMC on behalf of the LOCAL SPONSOR is the contract administrator for construction services for the PROJECT.

**1.7 Project Budget and Expense Responsibilities.** PROJECT expense responsibilities for all Scope of Work Tasks (Attachment A) are specified in the Project Budget in accordance with DCEO Capital Budget Line Item Categories as set forth in Attachment B and incorporated herein.

**1.8 Project Schedule.** The Project Schedule associated with all Scope of Work Tasks (Attachment A) is specified on Attachment C and incorporated herein.

## ARTICLE II PURPOSE FOR GRANT

**2.0 Purpose for Grant.** Subdivision streets provide critical access to residences and when flooded, completely cut off vehicular access to the subdivision, including mail and medical deliveries, emergency medical, fire, and rescue capabilities. Residents are forced to park on IL Route 59 and wade in waist-deep water to access their flood-impacted homes. The use of Route 59 causes further disruption and safety problems on that State route. This project will result in beneficial impact for more than 60 properties and 6 roadways.

## ARTICLE III SMC TERMS AND CONDITIONS

**3.1 Regulatory Compliance.** The PROJECT shall comply with the Watershed Development Ordinance (WDO) or local standards if more restrictive, and all regulations, laws, and statutes. SMC will obtain all necessary permits for the PROJECT. Work within public road rights-of-way shall not be performed without appropriate permits or authorization from the jurisdictional Road Authority.

**3.2 National Flood Insurance Program (NFIP).** LOCAL SPONSOR shall be a member and in good standing with the NFIP and comply with SMC policies.

**3.3 Landowner Agreements.** The PROJECT must be located on real property in which the LOCAL SPONSOR has interest evidenced by valid title or easement, extending in perpetuity. All legally binding property arrangements must be obtained prior to the start of construction and should provide the Project Manager and all contractors have the right access the property and to do the PROJECT work. The SMC will assist LOCAL SPONSOR in obtaining and entering into appropriate legally binding arrangements to ensure that the land rights necessary for operation and maintenance procedures, as set forth in the Operations and Maintenance Plan for the PROJECT identified in Section 3.4, are possible in perpetuity. DCEO-STOCIP funding shall not pay for any easements or deed or plat restrictions necessary to implement the PROJECT on property that is benefiting from the PROJECT.

**3.4 Operation and Maintenance.** The LOCAL SPONSOR agrees that it is responsible for the long-term operation and maintenance of the PROJECT in perpetuity. The Project Manager shall develop an Operation and Maintenance Plan (O & M Plan) to ensure the long-term viability of the PROJECT and provide it to the LOCAL SPONSOR for implementation. The O & M Plan shall be provided along with the project final report as described in Section 3.7 below and shall include annual inspections and appropriate maintenance activities. The LOCAL SPONSOR shall identify for the Project Manager the financial resources for the implementation of the O & M Plan and such information will be incorporated into the O & M Plan. O & M costs incurred that are not included in Attachment B,

Item DCEO-10, "Other Construction Expenses," or occur after the term of this Agreement, as specified in Section 6.1, are not eligible for reimbursement.

**3.5 PROJECT Modification.** Modifications to the Scope of Work Tasks on Attachment A and Project Schedule on Attachment C will be provided to LOCAL SPONSOR by Project Manager and may require approval of DCEO.

**3.6 PROJECT Coordination.** The Project Manager shall provide PROJECT coordination including construction oversight and inspections and construction and contacts management and administration. Project Manager shall also provide progress briefings to LOCAL SPONSOR during the course of the PROJECT. Project Manager shall prepare monthly PROJECT Performance and Financial reports, based on DCEO reporting requirements, showing the progress of PROJECT implementation and financial summary for each Task/Phase of the PROJECT in accordance with the Project Schedule (Attachment C).

**3.7 PROJECT Final Report.** The Project Manager shall provide a final report consisting of the following: a location map; the approved as-built plan; Operations and Maintenance Plan; photographic documentation of pre-project, during construction and final conditions; copies of all required permits; and invoices and/or cost documentation for all PROJECT work including in-kind work and materials. Report requirements are subject to change based on guidance from DCEO. Project Manager will use the DCEO approved template for the final report. A final report which complies with the provisions of this Section will be completed after completion of the PROJECT.

#### ARTICLE IV

#### DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) TERMS AND CONDITIONS

This Article incorporates Terms and Conditions required by DCEO ("Grantor" for purposes of this Article) for Intergovernmental Agreements between SMC and LOCAL SPONSOR. Such Terms and Conditions shall be applicable to the extent necessary based upon the role of the LOCAL SPONSOR with the PROJECT.

**4.1 Lobbying Certification by Sub-awardees.** Pursuant to ARTICLE XI of the DCEO Grant Agreement between SMC and Grantor, the following provisions are incorporated into this Agreement. LOCAL SPONSOR may also be subject to certification and disclosure, as required by the final grant agreement from DCEO. LOCAL SPONSOR agrees that pursuant to Appendix II(I) to 2 CFR Part 200, SMC shall forward all disclosures by contractors regarding this certification to Grantor.

**4.1.a. Improper Influence.** In circumstances where LOCAL SPONSOR expends or has influence over the expenditure of Grant Funds, LOCAL SPONSOR certifies that no Grant Funds have been paid or will be paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, LOCAL SPONSOR certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

**4.1.b. Federal Form LLL.** If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions and submit a copy to the SMC.

**4.1.c. Lobbying Costs.** LOCAL SPONSOR certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

**4.1.d. Procurement Lobbying.** LOCAL SPONSOR warrants and certifies that it and, to the best of its knowledge, its sub-awardees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees, sub-awardees, and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

**4.1.e. Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this Agreement and is a prerequisite for this Agreement, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **4.2 Maintenance and Accessibility of Records; Monitoring.**

**4.2a. Records Retention.** LOCAL SPONSOR shall maintain for ten (10) years from the date of submission of the final expenditure report for the PROJECT any documents it has related to the project including books, all financial records and, supporting documents, statistical records, and all other records pertinent to the PROJECT, the DCEO Award and this Grant Contribution, adequate to comply with 2 CFR 200.333, unless a longer retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

**4.2.b. Accessibility of Records.** LOCAL SPONSOR, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement or the PROJECT available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, SMC, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. LOCAL SPONSOR shall cooperate fully in any such audit or inquiry.

**4.2.c. Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this Section 4.2, shall establish a presumption in favor of the State and SMC for the recovery of any funds paid by the State or SMC under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement and LOCAL SPONSOR shall reimburse to SMC any funds disallowed for failure to comply with these requirements.

#### **4.3 Subcontracts/Sub-Grants.**

**4.3.a. LOCAL SPONSOR/Delegation.** LOCAL SPONSOR may not delegate any of its duties under this Agreement without Prior Approval of SMC and, if necessary, Grantor.

**4.3.b. Application of Terms.** LOCAL SPONSOR and Project Manager shall advise any subcontractor or subgrantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of the DCEO-SMC Grant Agreement. In all agreements between LOCAL SPONSOR and subcontractors or subgrantees, SMC requires that LOCAL SPONSOR adhere to the terms of the DCEO-SMC Grant Agreement.

**4.3.c. Domestic Preference for Procurements.** In accordance with the DCEO-SMC Grant Agreement and with 2 CFR 200.322, as appropriate and to the extent consistent with law, the LOCAL SPONSOR should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Agreement and the DCEO Award.

#### **4.4 Additional Monitoring Provisions**

**4.4.a. Access to Documentation.** The Grant Contribution will be monitored for compliance in accordance with the terms and conditions of this Agreement and the DCEO-SMC Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that SMC or the Grantor promulgates or implements. The LOCAL SPONSOR must permit any agent authorized by the Grantor or SMC, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the LOCAL SPONSOR involving transactions relating to this Award.

**4.4.b. Cooperation with Audits and Inquiries, Confidentiality.** Pursuant to Section 4.2, above, the LOCAL SPONSOR is obligated to cooperate with SMC and the Grantor and other legal authorities in any audit or inquiry related to the Grant Contribution. The Grantor or any other governmental authority conducting an audit or inquiry may require the LOCAL SPONSOR to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those LOCAL SPONSOR personnel who are necessary to support

the LOCAL SPONSOR'S response to the audit or inquiry. This confidentiality requirement shall not limit LOCAL SPONSOR'S right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the LOCAL SPONSOR, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the LOCAL SPONSOR shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the LOCAL SPONSOR with the confidentiality requirement.

## ARTICLE V PROCUREMENT REQUIREMENTS AND CERTIFICATION

**5.1 Application of Terms.** The LOCAL SPONSOR agrees to comply with applicable federal and state laws and regulations and terms and conditions of the DCEO-SMC Grant Agreement and all license requirements or professional certification provisions. By signing this Agreement, LOCAL SPONSOR acknowledges receipt of a copy of the DCEO-SMC Grant Agreement.

**5.2 Additional Terms and Conditions.** LOCAL SPONSOR understands and agrees that its failure to comply with the requirements of DCEO Terms and Conditions set forth in Article IV above and in the DCEO-SMC Grant Agreement may impact funding for the PROJECT. If LOCAL SPONSOR'S failure to comply with DCEO-SMC Grant Agreement Terms and Conditions decreases available funding, LOCAL SPONSOR agrees to reimburse to SMC or Grantor ineligible PROJECT costs expended.

**5.3 Certification of Agreement Terms.** By signing below, LOCAL SPONSOR certifies that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds expended pursuant to this Agreement shall be used only for the purpose(s) described herein and in accordance with the terms of this Agreement and the DCEO-SMC Grant Agreement. LOCAL SPONSOR acknowledges that the Grant Contribution provided is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Contribution funds received.

## ARTICLE VI TERM; COMPENSATION; TERMINATION

**6.1 Term of Agreement.** Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, this Agreement begins on October 1, 2021 and extends through September 30, 2023 or completion of the PROJECT, whichever occurs first, however extensions up to one year can be requested subject to DCEO approval. Extensions must be requested at least 90-days prior to the termination of this Agreement. Under no circumstances, can the project completion date be extended beyond September 30, 2025. Notwithstanding this section, the PEM payment deadline specified in Section 1.4 is not eligible for extension.

**6.2 Availability of Grant Appropriation.** Funding for the PROJECT is contingent upon execution of the funding award by DCEO and SMC. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, DCEO funding shall reimburse eligible PROJECT Expenses incurred, up to a NOT TO EXCEED value of \$2,736,305.00, per Paragraph 1.3 of this AGREEMENT. PROJECT expenses that exceed \$2,736,305.00 are not reimbursable and shall be paid by the LOCAL SPONSOR, per Sections 1.3 and 1.5 of this AGREEMENT.

**6.3 Completion of PROJECT Activities.** The Parties shall conduct the Project Activities or provide the services as described in the Exhibits and Attachments, including ATTACHMENT A (Scope of Work Tasks) and ATTACHMENT B (Project Expenses) and within the time period outlined in the Project Schedule (ATTACHMENT C), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules.

**6.4 PROJECT Payments.** Project payments for the successful completion of Project Activities, shall be paid for pursuant to applicable policies and statutes. SMC shall be responsible for making payments to its contractor(s), up to the not-to-exceed amount of \$2,736,305.00

**6.5 Termination of Agreement.**

**6.5.a.** This Agreement may be terminated, in whole or in part, by SMC without notice, pursuant to: (1) funding failure from DCEO; (2) LOCAL SPONSOR'S failure to comply with terms and conditions of this Agreement or LOCAL SPONSOR has made a false representation in connection with receipt of compensation; (3) LOCAL

SPONSOR’S breach of this Agreement and failure to cure such breach, or commence cure of the breach, within 15 days of written notice thereof.

**6.5.b.** The termination of the Agreement in part shall not eliminate the amount of PEM costs LOCAL SPONSOR shall pay to SMC. In the event of termination of the Agreement in whole, PEM costs will be reduced to an amount sufficient to compensate SMC for any time spent administering the PROJECT prior to termination.

**6.5.c.** The termination of the Agreement shall not release LOCAL SPONSOR from its responsibility for the long-term operation and maintenance of the PROJECT or the PROJECT site in perpetuity as set forth in Section 3.4.

## ARTICLE VII INDEMNIFICATION

**7.1 Independent Contractor.** LOCAL SPONSOR is an independent contractor under this Agreement and neither LOCAL SPONSOR nor or any employee or agent of LOCAL SPONSOR is an employee of DCEO or SMC and do not acquire any employment rights with DCEO or SMC or the state of Illinois by virtue of this Agreement or receipt of DCEO Grant funds.

**7.2 Indemnification.** To the extent permitted by law, LOCAL SPONSOR agrees to hold harmless SMC against any and all liability, loss, damage, cost or expenses, including attorney’s fees, arising from intentional torts, negligence or breach of contract of LOCAL SPONSOR, with the exception of acts performed in accordance with an explicit, written directive of SMC.

## ARTICLE VIII NOTICES

All notices required or permitted hereunder shall be in writing, and delivered either personally or by certified or registered mail, return receipt requested, to the following addresses or sent by electronic mail (“e-mail”) to the following contact addresses:

If to LOCAL SPONSOR contact:

Deb Waszak, Village Administrator  
Village of Fox Lake  
66 Thillen Drive  
Fox Lake, IL 60020.  
Phone: (847) 587-2151  
Email: waszakd@foxlake.org

If to SMC contact:

Susan Novak, Capital Project Manager  
Lake County Stormwater Management Commission  
500 W. Winchester Road  
Libertyville, IL 60048  
Phone: 847-377-7700  
Email: snovak@lakecountyil.gov

## ARTICLE IX MISCELLANEOUS

**9.1 Exhibits and Attachments.** Attachments A through C and the exhibits referenced herein and attached hereto are incorporated herein in their entirety.

**9.2 Publicity and Notification.** Funds from this Agreement shall not be used for promotions, advertising or publicity purposes. Any press releases, printed notices, publications and the like shall include the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of the Treasury.” LOCAL SPONSOR will notify SMC at least

twenty-one (21) days prior to issuing any public notice or press release concerning the PROJECT or work performed under this Agreement.

**9.3 Assignment Prohibited.** LOCAL SPONSOR acknowledges that this Agreement or its responsibilities hereunder may not be sold, assigned, or transferred in any manner by LOCAL SPONSOR, and that any actual or attempted assignment or transfer by LOCAL SPONSOR without the prior approval of SMC in writing shall render this Agreement null, void and of no further effect.

**9.4 Amendments.** This Agreement may be modified or amended during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties, provided the amendments comply with the final grant agreement with DCEO.

**9.5 Severability.** If any provision of the Agreement is declared invalid, its other provisions shall not be affected thereby.

**9.6 Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against SMC arising out of this Agreement must be filed exclusively with the Nineteenth Judicial Circuit Court of Illinois.

**9.7 Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

**9.8 Entire Agreement.** SMC and LOCAL SPONSOR acknowledge that this Agreement, including its Exhibits and Attachments, constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either SMC or LOCAL SPONSOR.

**9.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Stormwater Management Commission and the Village of Fox Lake have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

\_\_\_\_\_  
Donny Schmidt, Mayor  
Village of Fox Lake

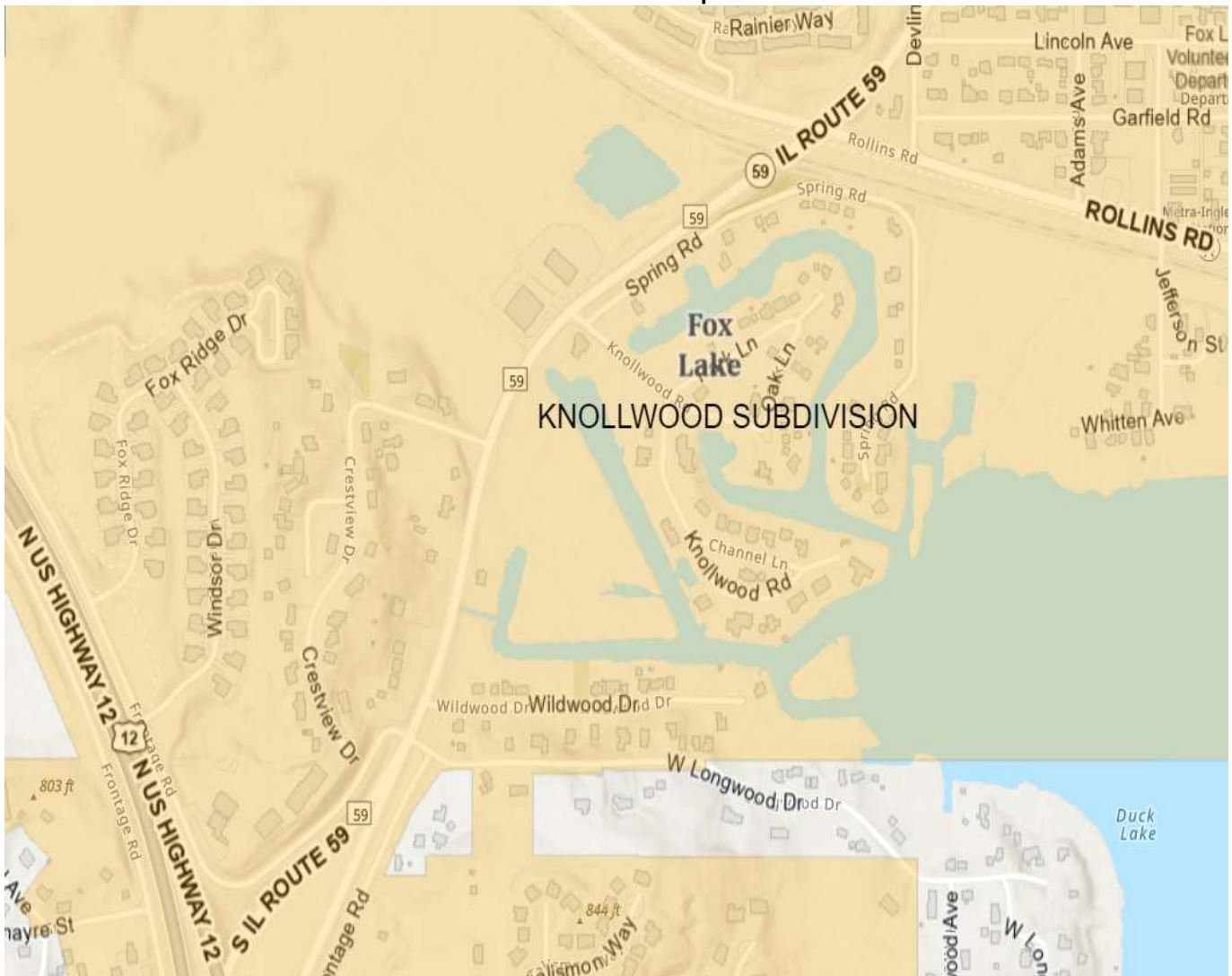
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Date

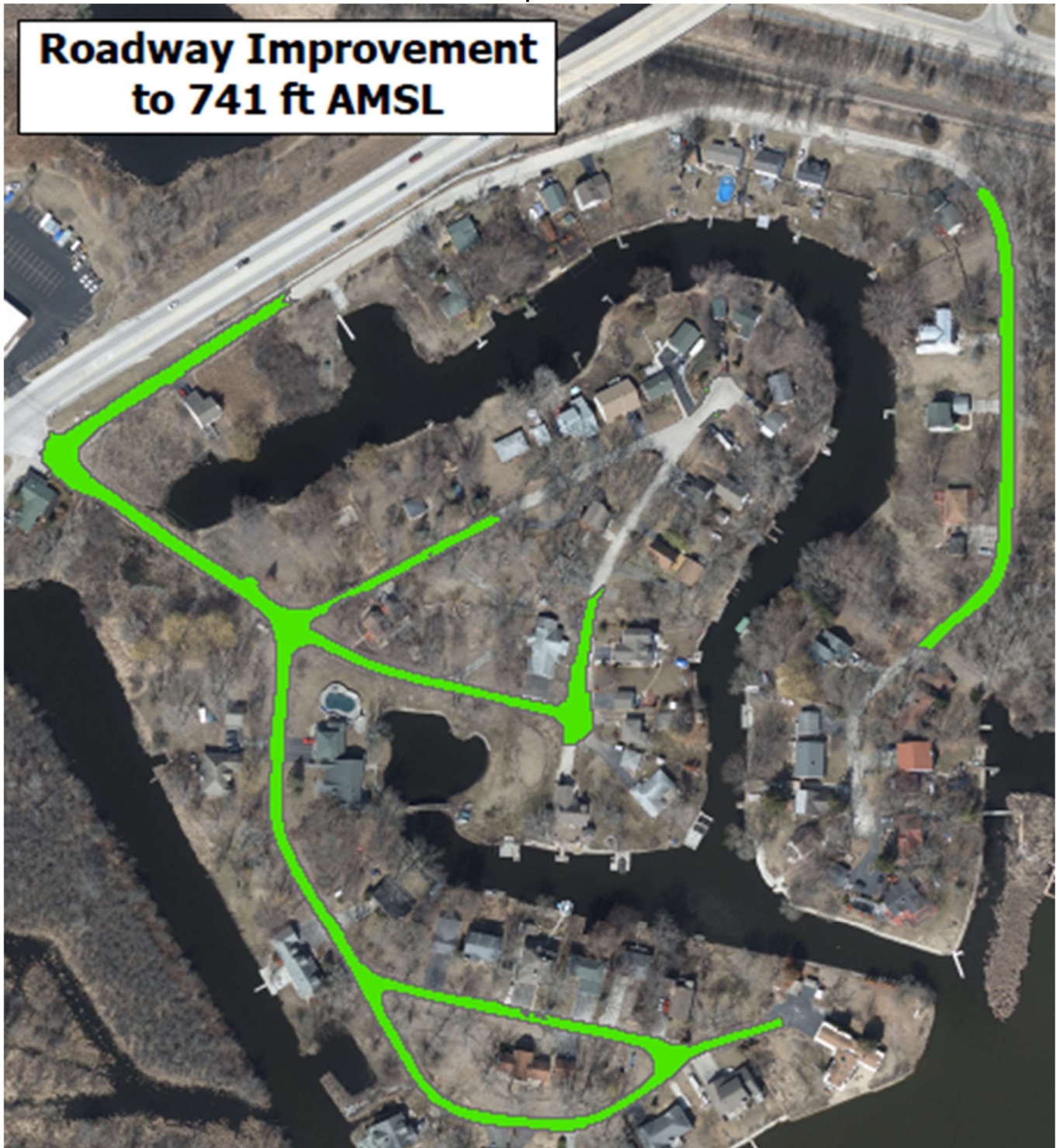
STORMWATER MANAGEMENT COMMISSION:

\_\_\_\_\_  
Kurt Woolford, Executive Director  
Lake County Stormwater Management Commission

\_\_\_\_\_  
Date

**Exhibit 1**  
**Site Location Map**





<b>Attachment A: Scope of Work Tasks</b>	<b>Assigned Responsibility</b>
<b><u>Phase 1: Needs Analysis, Scope Development, Concept Plan and Preliminary Engineering</u></b>	
1. Establish need and scope	Complete, NA
2. Initiate early coordination with stakeholders and alignment on the project scope	Complete, NA
3. Create concept plan and estimate project concept cost	Complete, NA
4. Determine land rights needs	Complete, NA
5. Conduct field inventories, environmental assessments	Complete, NA
6. Outline permitting with Local, State and Federal Permitting Authorities	Complete, NA
7. Obtain preliminary agreement with local partners	Complete, NA
8. Investigate Alternative Funding Sources	Complete, NA
<b><u>Phase 2: Design, Permitting and Land Rights</u></b>	
1. Project design development	SMC
2. Land survey and geotechnical investigation	SMC
3. Carry out permit process to construction start - Municipal, County, Utilities, IDNR, IDOT, IEPA, USACE, FEMA	SMC
4. Assess property needs, negotiate with landowners, complete land rights process	LOCAL SPONSOR
5. Utility investigations and relocation plan	SMC
6. Finalize local partner agreements	SMC/LOCAL SPONSOR
7. Finalize alternative funding sources	SMC/LOCAL SPONSOR
8. Complete final construction plans and bids docs	SMC
<b><u>Phase 3: Construction Contract and Bid Docs, Advertising For Bids, Construction</u></b>	
1. Advertise for Bid/Vendors	SMC
2. Conduct bid letting	SMC
3. Contract Award	SMC
4. Sureties/Bonds Setup	SMC
5. Conduct pre-construction meeting	SMC
6. Inspections/Construction oversight	SMC
7. Traffic control/Utility Relocations	SMC
8. Construction/Contract Management	SMC
9. Construction Implementation	SMC/Contractor
10. Construction Contract Maintenance Period	SMC
11. Project Closeout	SMC
<b><u>Phase 4: Post Construction Inspection, Maintenance, Operation and Upkeep</u></b>	
1. Annual Project Inspection	LOCAL SPONSOR
2. Inspection Report Recommended Maintenance Items	LOCAL SPONSOR
3. Implementation of Maintenance	LOCAL SPONSOR

## Attachment B - Project Budget

Expense Category		Grant Expense	Local Sponsor Expense
DCEO-1	Design/Engineering - costs associated with creation of the project's architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs if specifically identified as such within the Scope of Work.	\$287,025	\$0
DCEO-2	Building Land Purchase - cost to purchase, either in whole or in part, a building, structural shell, condominium, land, and/or <i>easement</i> including, but not limited to: the net purchase price itself; closing costs charged to the buyer on the closing document; legal fees; etc.	\$60,000	\$0
DCEO-3	Wiring/Electrical - purchase of materials necessary for completion of the project scope such as: electrical wiring; conduit; outlets; switches; etc. including associated labor/installation costs, as identified within the Scope of Work.	N/A	\$0
DCEO-4	Equipment/Material/Labor - purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified - within the Scope of Work.	\$184,000	\$0
DCEO-5	Paving/Concrete/Masonry - purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the Scope of Work.	\$931,500	\$0
DCEO-6	Construction Management/Oversight - costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.	\$287,025	\$0
DCEO-7	Mechanical System - purchase of materials necessary for completion of the project scope such as: HVAC; elevators; fire alarm, sprinkler, or ventilation systems; etc. including associated labor/installation costs, as identified within the Scope of Work.	N/A	\$0
DCEO-8	Excavation/Site Prep/Demo - costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.	\$180,000	\$0
DCEO-9	Plumbing - purchase of materials necessary for completion of the project scope such as: internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the Scope of Work.	N/A	\$0
DCEO-10	Other Construction Expenses - costs that can't be easily broken out to or covered by other individual/specific Budgetary line items such as: landscaping; hauling; equipment rental; insurance; environmental fees; loan payments; etc. as identified within the Scope of Work.	\$558,000	\$0
DCEO-11	Contingency (10% Max) - coverage of potential cost overruns in any of the other utilized Grant Budget line items.	\$248,755	\$0
Additional Non-Reimbursable Project Expenditure Line Item Categories and Description			
SMC-1	Local Sponsor Project Expense Match Payment to SMC		\$184,775
SMC-2	Estimated Project Implementation and Construction Cost - Above Grant Award		\$0
SMC-3	Estimated Post Project Annual Operation, Inspection and Maintenance		TBD
SMC-4	Estimated Pre-Grant Project Expenses (Optional)		TBD
	Subtotals	\$2,736,305	\$184,775

**Attachment C**  
**Project Schedule**

**ATTACHMENT C - Project Schedule**  
**Knollwood Subdivision Flood Mitigation Project**

[illegible]