



**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF BUFFALO GROVE
FOR THE IMPROVEMENTS TO DEERFIELD PARKWAY/ROAD (COUNTY HIGHWAY 11)
BETWEEN ILLINOIS ROUTE 21 (MILWAUKEE AVENUE)
AND SAUNDERS ROAD (COUNTY HIGHWAY 58)
INCLUDING SIDEWALK, AND STREET LIGHTING**

THIS AGREEMENT is entered into this _____ day of _____, A.D. 20____, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, acting by and through its Mayor and VILLAGE Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety and welfare of the traveling public, the parties are desirous to undertake certain permanent roadway and non-motorized improvements to Deerfield Parkway/Road (COUNTY HIGHWAY 11) between Illinois Route 21 (Milwaukee Avenue) and Saunders Road (COUNTY HIGHWAY 58), including road reconstruction, construction of a multi-use path, sidewalk, mid-block crossings, street lighting modifications, landscaping, and the construction of intersection improvements at Illinois Route 21, Portwine Road, Hoffman Lane, Timberwood Lane, and Saunders Road; and,

WHEREAS, the above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENT. The IMPROVEMENT shall also be referred to as COUNTY Section 15-00038-07-WR in which its location and limits are generally depicted in the attached EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Christopher B. Burke Engineering, Ltd. (hereinafter PLANS), which, by reference herein, hereby become a part hereof. As of this writing, the current iteration of the PLANS are those dated January 19, 2026 (Pre-Final); and,

WHEREAS, the VILLAGE owns and maintains sidewalks within the project limits in conflict with the proposed IMPROVEMENT, inclusive of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter SIDEWALK) for which modification and/or relocation is necessary in order to accommodate the construction of the IMPROVEMENT and,

WHEREAS, the VILLAGE is desirous that the COUNTY modifies the SIDEWALK as part of the IMPROVEMENT as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE owns and maintains certain street lighting facilities within the project limits in conflict with the proposed IMPROVEMENT, including light poles, luminaries, foundations, controllers, conduit/unit ducts, and other miscellaneous appurtenances (hereinafter STREET LIGHTING), for which modification and/or relocation is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous that the COUNTY modifies the STREET LIGHTING as part of the IMPROVEMENT as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the SIDEWALK, and STREET LIGHTING, shall collectively be known as VILLAGE-owned facilities (hereinafter VILLAGE FACILITIES); and,

WHEREAS, the estimated division of costs to the parties hereto associated with VILLAGE FACILITIES within the IMPROVEMENT are stipulated in the estimate that is attached as EXHIBIT B to THIS AGREEMENT and hereby made a part hereof; and,

WHEREAS, the COUNTY anticipates the use of federal Congestion, Mitigation Air Quality Program (CMAQ) funds, Surface Transportation Program (STP) funds, and Transportation Alternative Program (TAP) funds (hereinafter FEDERAL FUNDS) for the IMPROVEMENT; and,

WHEREAS, the Chicago Metropolitan Agency for Planning (CMAP), which is the designated metropolitan planning organization for northeastern Illinois, which facilitates distribution of these FEDERAL FUNDS; and,

WHEREAS, the Illinois Department of Transportation (IDOT) is the implementing agency for these FEDERAL FUNDS; as such, IDOT will let the IMPROVEMENT. These FEDERAL FUNDS normally covers up to eighty percent (80%) of the construction for federally eligible items, but the total amount of these FEDERAL FUNDS available for the IMPROVEMENT may be fixed; and,

WHEREAS, the IMPROVEMENT as heretofore described will be constructed in accordance with the approved plans, specifications, estimates and construction contract, and may include construction items on VILLAGE FACILITIES that are not be eligible for federal aid; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 ct seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and,

WHEREAS, said IMPROVEMENT to Deerfield Parkway/Road (COUNTY HIGHWAY 11) as heretofore described will be of immediate benefit to the residents of the COUNTY and the VILLAGE;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the VILLAGE do hereby enter into the following:

SECTION I.
Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the “headings” as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.
The Design and Construction of the IMPROVEMENT, VILLAGE Reimbursement to the COUNTY and Maintenance of the VILLAGE FACILITIES

1. The COUNTY agrees to prepare, or cause to be prepared, the PLANS for the IMPROVEMENT, including the necessary surveys, design engineering plans and specifications and contract letting documents, in accordance with Lake County Division of Transportation (LCDOT) policies and standards, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.

The VILLAGE shall have the opportunity to review and approve said PLANS with respect to VILLAGE FACILITIES. Said review and approval of the PLANS by the VILLAGE shall not be unreasonably withheld.

2. It is mutually agreed by and between the parties hereto that the IMPROVEMENT will be let, administered and awarded by IDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is September 18, 2026. (The letting date is subject to change, without notice to the VILLAGE, and is dependent upon project readiness and the availability of project funding.
3. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.
4. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for, and acquire any rights-of-way or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either permanent or temporary. The COUNTY further agrees to record all COUNTY Highway rights-of-way and permanent easements that may be acquired in connection with the IMPROVEMENT.
5. The COUNTY agrees to construct the VILLAGE FACILITIES in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified in Exhibit B.
6. It is mutually agreed by and between the parties hereto that the COUNTY has prepared the PLANS to be eligible for FEDERAL FUNDS.

7. It is mutually agreed by and between the parties hereto that as of this writing the SIDEWALK is anticipated to be funded using federal funding, with the VILLAGE being responsible for the local match, and the STREET LIGHTING is anticipated to be funded using local funds as the total IMPROVEMENT costs have surpassed the maximum amount of available FEDERAL FUNDS.

If additional FEDERAL FUNDS are secured and/or if favorable bids are received for the IMPROVEMENT, at the discretion of the COUNTY's County Engineer, the VILLAGE's share of the STREET LIGHTING construction costs may be reduced.

8. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for VILLAGE FACILITIES constructed as a part of the IMPROVEMENT is \$132,024.
9. The VILLAGE further agrees that upon award of the construction contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the VILLAGE FACILITIES, an amount equal to ninety five percent (95%) of its obligation for VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$125,422.80. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the VILLAGE FACILITIES upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$6,601.20.
10. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue maintenance and jurisdictional responsibility over Deerfield Parkway/Road (COUNTY HIGHWAY 11) and the VILLAGE shall continue and/or assume ownership and maintenance responsibility of the VILLAGE FACILITIES constructed as part of this IMPROVEMENT.
11. It is further mutually agreed by and between the parties hereto that the VILLAGE has submitted to the COUNTY an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) dated February 13, 2018 for the VILLAGE FACILITIES. A copy of said MUNICIPAL ACCEPTANCE FORM is attached hereto as Exhibit C.
12. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the VILLAGE FACILITIES shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the VILLAGE FACILITIES within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.

SECTION III.
General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever, or the COUNTY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the VILLAGE for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY, and vice versa, with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in the Circuit Court of Lake County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.

8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. Except where otherwise provided in THIS AGREEMENT, the term THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties.
12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by July 1, 2029.

VILLAGE OF BUFFALO GROVE
ATTEST:

VILLAGE Clerk
VILLAGE of Buffalo Grove

By: _____
Mayor
VILLAGE of Buffalo Grove

Date: _____

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

ATTEST:

Clerk
Lake County

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT B
ESTIMATED DIVISION OF COST
DEERFIELD PARKWAY/ROAD (COUNTY HIGHWAY 11) BETWEEN
ILLINOIS ROUTE 21 (MILWAUKEE AVENUE) AND SAUNDERS ROAD (COUNTY HIGHWAY 58)
VILLAGE OF BUFFALO GROVE
15-00038-07-WR

	Total Cost	Federal Share	COUNTY Share	VILLAGE Share
SIDEWALK Construction	\$ 106,160	\$ 84,928	\$ -	\$ 21,232
STREET LIGHTING Construction	\$ 79,269	\$ -	\$ -	\$ 79,269
VILLAGE FACILITIES Construction Costs	\$ 185,429	\$ 84,928	\$ -	\$ 100,501
Design Engineering (7% of Construction Costs)	\$ 12,980	\$ -	\$ -	\$ 12,980
Construction Engineering (10% of Construction Costs)	\$ 18,543	\$ -	\$ -	\$ 18,543
VILLAGE FACILITIES Total Costs	\$ 216,952	\$ 84,928	\$ -	\$ 132,024

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.

EXHIBIT C
MUNICIPAL ACCEPTANCE ON A COUNTY HIGHWAY
Page 1 of 2

Permit Number / Date FACPR2-014520-2018



600 W. Winchester Road
Libertyville, IL 60048
Telephone: 847 377 7400

MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

(Please print or type)

APPLICANT (Name and address): Village of Buffalo Grove
50 Raupp Boulevard, Buffalo Grove, IL 60089 Telephone Number: (847) 459-2525

being a municipal 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 Municipal Utility/Facility within the right-of-way limits of a County Highway in accordance with the Lake County, IL Code of Ordinances, as amended.

This Municipal Utility/Facility is described as follows:

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

2. **Location** (distance from nearest intersection, which side of road, etc.): Work will be performed on the north side of Deerfield Parkway (CH A47) from the Milwaukee Avenue (US Route 45/IL Route 21) intersection west for an estimated 1,660 feet. Work will be performed on the south side of Deerfield Parkway from the Milwaukee Avenue intersection west for an estimated 1,310 feet.

3. **Type of Municipal Utility/Facility** (watermain, sidewalk, etc.): Village of Buffalo Grove watermain relocation, sanitary sewer adjustments, street lighting relocation, and shared use path/sidewalk relocation.

4. **Utility/Facility to be constructed by:** Municipal Crews (contact person): _____
 Contractor (name, address, telephone): _____
 Developer (name, address, telephone): _____
 Other (name, address, telephone): Owner's Representative: James R. Arneson, PE - (608) 663-6233
FoxArneson Inc., 5972 Executive Drive Suite 100, Madison, WI 53719

5. **Comments** (if needed): _____
PINs of properties adjacent to where proposed work will occur:
15-26-300-061, 15-35-100-281, 15-35-100-283, and 15-35-100-284.

NOTE: This Acceptance is subject to the General Conditions as printed on the reverse side of this form.
The Application is only valid when an original signature is provided on page 2.

Rev. 02/18

EXHIBIT C
MUNICIPAL ACCEPTANCE ON A COUNTY HIGHWAY
Page 2 of 2

GENERAL CONDITIONS FOR MUNICIPAL UTILITY/FACILITY ACCEPTANCE
ON A COUNTY HIGHWAY

1. In submitting this Acceptance, the Municipality 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 Municipality 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 application 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 Municipal Utility/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 Municipal Utility/Facility.
6. This Acceptance does not relieve the Municipality 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 Municipal Utility/Facility.
7. The Municipality shall obtain permission from the legal property owner of the County Highway right-of-way where the Municipal Utility/Facility will be located.
8. Unless otherwise stated in the issued Highway Permit, the Municipality and its successors and assigns shall be responsible for the following:
 - a. The operation and maintenance of the Municipal Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Municipal 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 Municipal 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 Municipal Facility without a Highway 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 Municipal Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Municipal 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 Municipal 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 Municipality to construct the Utility/Facility, then the Municipality, by submitting this Acceptance form, hereby acknowledges that it will become the successor or assign of this Applicant for the said Utility/Facility.

ATTEST:

FOR THE MUNICIPALITY:

Municipal Clerk

By:

 Village Engineer
Municipal Mayor/President

Date:

2/13/18

Rev. 02/18