

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BEACH PARK FOR INTERSECTION IMPROVEMENTS AT WADSWORTH ROAD (COUNTY HIGHWAY 17) AND LEWIS AVENUE (COUNTY HIGHWAY 27) INCLUDING NON-MOTORIZED IMPROVEMENTS

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 BEACH PARK, an Illinois Unit of Local Government, acting by and through its Mayor and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as the "parties" to THIS AGREEMENT, and either one is referred to individually as a "party" to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous of making certain permanent roadway and non-motorized facility improvements to the intersection of Wadsworth Road (COUNTY Highway 17) and Lewis Avenue (County Highway 27). The improvements shall include, but not be limited to, the construction of an intersection improvement, including permanent traffic control signals, bike path, sidewalk, and pavement resurfacing (hereinafter IMPROVEMENT), and shall be known as COUNTY Section 13-00055-06-WR. As of this writing, the anticipated letting date for the IMPROVEMENT is 1/16/2024; and,

WHEREAS, the IMPROVEMENT limits are generally depicted on Exhibit A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by RS&H, Inc., (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated 8/11/2023 (Prefinal version); and,

WHEREAS, the COUNTY has jurisdictional and maintenance authority over Wadsworth Road (COUNTY Highway 17) and Lewis Avenue (COUNTY Highway 27) and is responsible for the maintenance of the traffic signals at the intersection of Wadsworth Road (COUNTY Highway 17) and Lewis Avenue (COUNTY Highway 17); and,

WHEREAS, the COUNTY has received approval for the use of Federal Congestion, Mitigation, Air Quality Program (CMAQ) funds relating to the IMPROVEMENT, which is programmed through the Chicago Metropolitan Agency for Planning (CMAP); and,

WHEREAS, the 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 CMAQ funding; as such, IDOT will let the IMPROVEMENT. Said CMAQ funding normally covers eighty percent (80%) of the construction and construction engineering supervision costs for federally eligible items, but the total amount of CMAQ funding to be supplied by IDOT may be fixed; and,
- WHEREAS, the VILLAGE is desirous that the COUNTY includes the construction of an asphalt bike path_along Wadsworth Road, from Lewis Avenue to the east Limits of the project, inclusive of the construction of concrete ramps with detectable warnings at intersections and a mid-block crossing including rapid rectangular flashing beacons (hereinafter NON-MOTORIZED IMPROVEMENTS), as part of the IMPROVMENET, 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's estimated cost participation for the NON-MOTORIZED IMPROVEMENTS is depicted on Exhibit B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,
- WHEREAS, it has been determined by engineering studies that, in order to construct the IMPROVEMENT, the COUNTY requires one (1) area of real property abutting Wadsworth Road which is presently owned by the VILLAGE to become right-of-way (hereinafter RIGHT-OF-WAY); and,
- WHEREAS, the Plat of Highways showing the RIGHT-OF-WAY (as Parcel 0006), (hereinafter PLAT) is attached as EXHIBIT C to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and,
- WHEREAS, the legal description for the RIGHT-OF-WAY is attached as EXHIBIT D to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and,
- WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., (hereinafter the ACT) authorizes units of local government to agree to transfer land between said units of local government; and,
- WHEREAS, pursuant to the ACT, the VILLAGE may transfer all of its right, title and interest, in the property needed for the IMPROVEMENT to the COUNTY upon such terms as may be agreed upon by the corporate authorities of the VILLAGE and the COUNTY and subject to the provisions of such ACT; and,
- WHEREAS, the VILLAGE agrees to convey to the COUNTY the necessary RIGHT-OF-WAY for the IMPROVEMENT, at no cost to the COUNTY; and,
- WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the parties do hereby agree to 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.

Construction and Maintenance of the IMPROVEMENT COUNTY Section Number 13-00055-06-WR

- 1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT, including the NON-MOTORIZED IMPROVEMENTS, in accordance with Lake County Division of Transportation (hereinafter LCDOT) policies and standards, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.
- 2. It is mutually agreed by and between the parties hereto that the limits of the IMPROVEMENT, inclusive of the NON-MOTORIZED IMPROVEMENTS, are generally depicted on Exhibit A attached to THIS AGREEMENT.
- 3. As of this writing, the current PLANS are the Prefinal set of plans and specifications prepared by RS&H, Inc. with a submission date of 8/11/2023 (Prefinal version). Said PLANS, by reference herein, hereby become a part hereof.
- 4. The VILLAGE shall have the opportunity to review and approve the PLANS with respect to the NON-MOTORIZED IMPROVEMENTS. Said review and approval of the PLANS by the VILLAGE shall not be unreasonably withheld.
- 5. It is mutually agreed by and between the parties hereto that the COUNTY shall process the construction of the IMPROVEMENT, including the NON-MOTORIZED IMPROVEMENTS, to be let and awarded by IDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is 1/19/2023. (The letting date is subject to change, without notice to the VILLAGE, and is dependent upon project readiness, the availability of project funding and coordination with IDOT.)

- 6. The COUNTY agrees to cause the IMPROVEMENT, including the NON-MOTORIZED IMPROVEMENTS, to be constructed and to perform, or cause to be performed, the construction engineering supervision for the IMPROVEMENT, including the NON-MOTORIZED IMPROVEMENTS, in accordance with LCDOT procedures and requirements, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.
- 7. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for any rights-of-way or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, including the NON-MOTORIZED IMPROVEMENTS, 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.
- 8. The COUNTY agrees to record all rights-of-way that may be acquired in connection with the IMPROVEMENT.
- 9. It is mutually agreed by and between the parties hereto that the COUNTY has prepared the PLANS to be eligible for federal funding.
- 10. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), and other current practices, set forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new pedestrian facilities within COUNTY improvement projects.
 - The VILLAGE agrees that the sharing of costs for the installation of the NON-MOTORIZED IMPROVMENTS shall be in accordance with the NON-MOTORIZED POLICY; namely the VILLAGE agrees that the sharing of costs for the installation of new NON-MOTORIZED IMPROVEMENTS shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering, right-of-way acquisition and construction of the BIKE LANES, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the Construction, Design Engineering, and Construction Engineering Supervision costs for the BIKE LANES, as provided in EXHIBIT B.
- 11. If federal funding is available for the NON-MOTORIZED IMPROVEMENTS related work (as administered by IDOT), the VILLAGE shall be responsible for twenty percent (20%) of the costs of the Local Share for the Construction and Construction Engineering Supervision of the NON-MOTORIZED IMPROVEMENTS [the Local Share is equal to twenty percent (20%) of the Local Match which is twenty percent (20%) of the total cost of Construction and Construction Engineering Supervision for non-motorized facilities constructed in accordance with the cost sharing arrangement of the NON-MOTORIZED POLICY on projects that also receive federal CMAQ funds. For this project, the Local Share is equal to four percent (4%) for the NON-MOTORIZED IMPROVEMENTS]. The VILLAGE shall be responsible for twenty percent (20%) of the costs of the Design Engineering for the NON-MOTORIZED IMPROVEMENTS.

- 12. If federal funding is not available, the VILLAGE shall then be responsible for twenty percent (20%) of the total costs for the NON-MOTORIZED IMPROVEMENTS.
- 13. The COUNTY agrees to construct the NON-MOTORIZED IMPROVEMENTS in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said NON-MOTORIZED IMPROVEMENTS is estimated to be \$25,194.23 assuming federal funding is available, inclusive of Design Engineering costs and Construction Engineering Supervision costs, as indicated in EXHIBIT B to THIS AGREEMENT.
- 14. 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 NON-MOTORIZED IMPROVEMENTS, an amount equal to fifty percent (50%) of its obligation for the NON-MOTORIZED IMPROVEMENTS. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$12,597.12. The VILLAGE further agrees to pay the remaining fifty percent (50%) of its obligation for the NON-MOTORIZED IMPROVEMENTS 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 NON-MOTORIZED IMPROVEMENTS. At such a time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$12,597.11.
- 15. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue to have jurisdictional and maintenance responsibility over Wadsworth Road (County Highway 27) and Lewis Avenue (COUNTY Highway 17), and the VILLAGE shall assume ownership and maintenance responsibility of the NON-MOTORIZED IMPROVEMENTS constructed as a part of this IMPROVEMENT.
- 16. It is further mutually agreed by and between the parties hereto that the VILLAGE must submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by January 19, 2024, for the NON-MOTORIZED IMPROVEMENTS within COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY.
- 17. 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 NON-MOTORIZED IMPROVEMENTS within the COUNTY highway right-of-way shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the NON-MOTORIZED IMPROVEMENTS 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. Conveyance of RIGHT-OF-WAY

- 1. The parties acknowledge that, pursuant to the ACT, the VILLAGE may transfer all of its right, title and interest, in the property needed for the IMPROVEMENT to the COUNTY upon such terms as may be agreed upon by the corporate authorities of the VILLAGE and the COUNTY and subject to the provisions of such ACT.
- 2. The COUNTY agrees to prepare all necessary land acquisition and related conveyance documents for the conveyance of the RIGHT-OF-WAY at no cost to the VILLAGE.
- 3. The VILLAGE agrees to convey to the COUNTY, at no cost to the COUNTY, for public roadway purposes, the RIGHT-OF-WAY, pursuant to the PLAT and the necessary land acquisition documents.
- 4. Provided they are consistent with the provisions, paragraphs and words of THIS AGREEMENT, the VILLAGE agrees to execute and return to the COUNTY ENGINEER the necessary land acquisition and/or conveyance documents for said RIGHT-OF-WAY within ten (10) working days of the receipt of said documents.
- 5. The COUNTY agrees to record all right-of-way that may be acquired in connection with the IMPROVEMENT.

SECTION IV. 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. The VILLAGE is to be and shall remain independent of the COUNTY 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's County Engineer to maintain, operate, improve, construct, 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 any court of competent jurisdiction 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 COUNTY, 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. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

If to the COUNTY:

Director of Transportation/County Engineer Lake County Division of Transportation 600 West Winchester Road Libertyville, IL, 60048-1381

If to the VILLAGE:

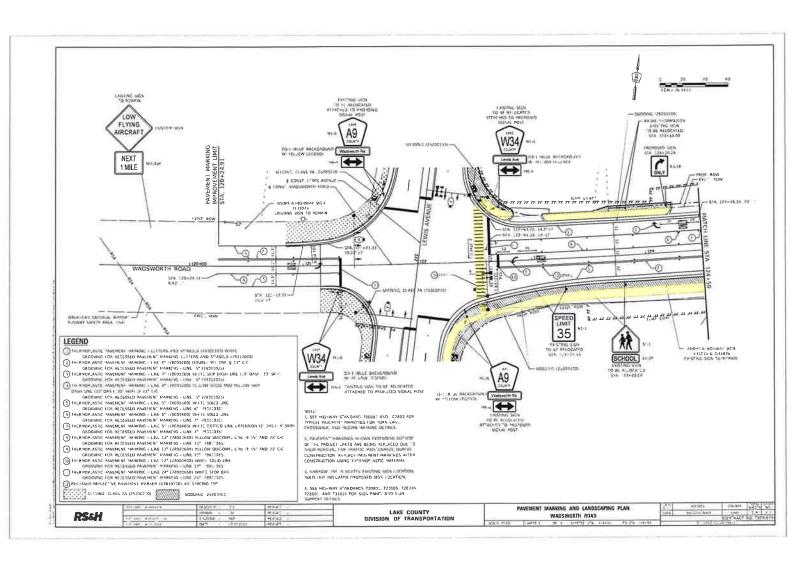
Village Administrator Village of Beach Park 11270 W. Wadsworth Road Beach Park, IL 60099

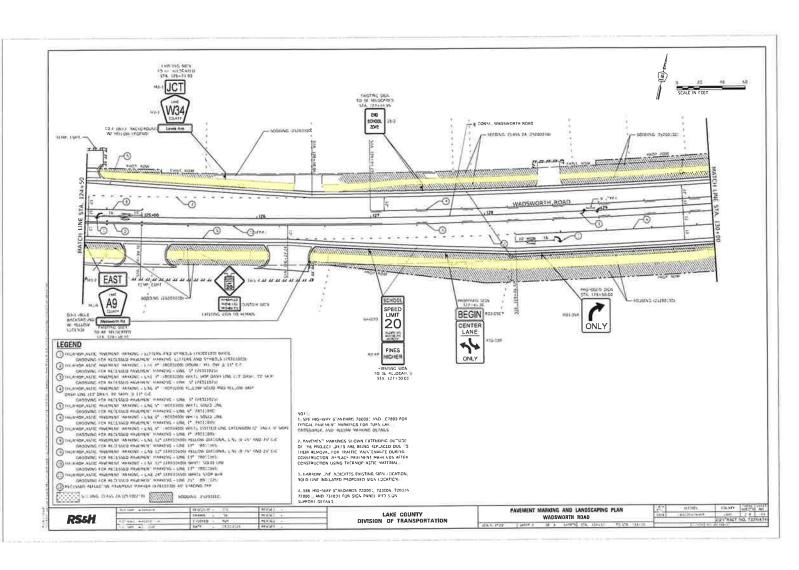
12. THIS AGREEMENT shall be terminable only by the mutual written agreement of the Parties.

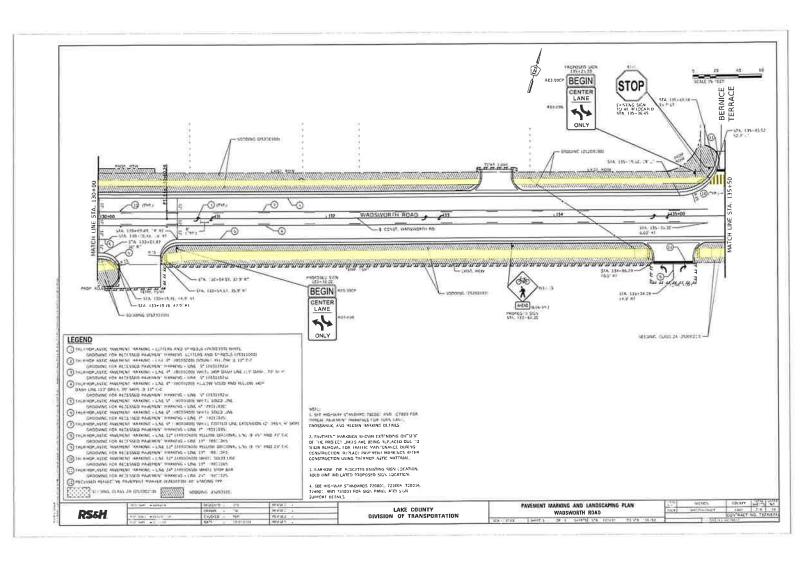
ATTEST: Mary Jo McDonald Village Clerk	By: Mayor
	Date: 7-19-23
	RECOMMENDED FOR EXECUTION
··•	Shane E. Schneider, P.E. Director of Transportation /County Engineer Lake County
	COUNTY OF LAKE
ATTEST:	By:
County Clerk	Lake County Board

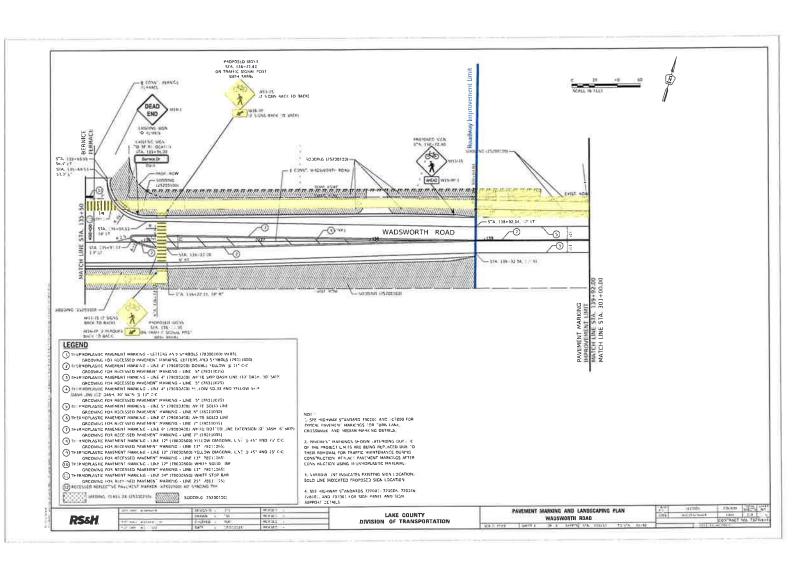
VILLAGE OF BEACH PARK

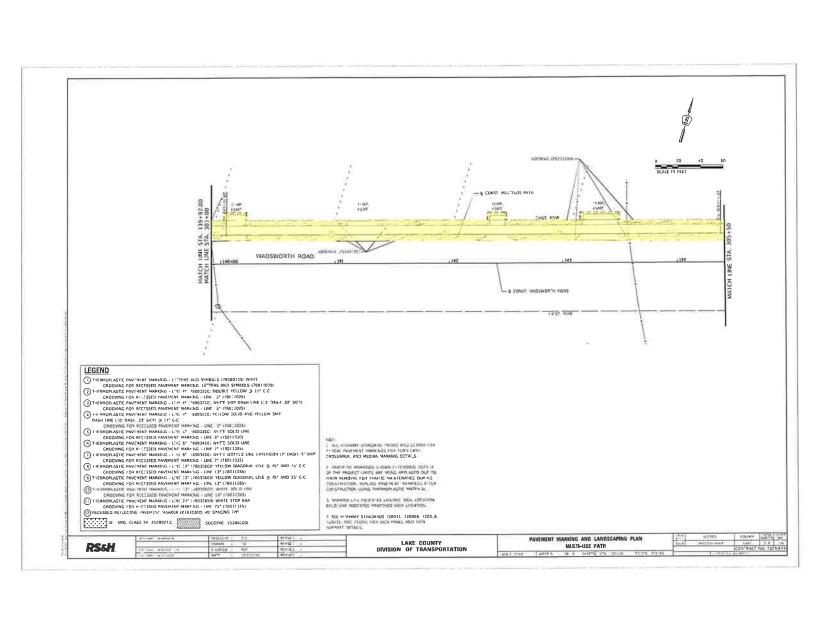
EXHIBIT A PROJECT LOCATION AND LIMITS

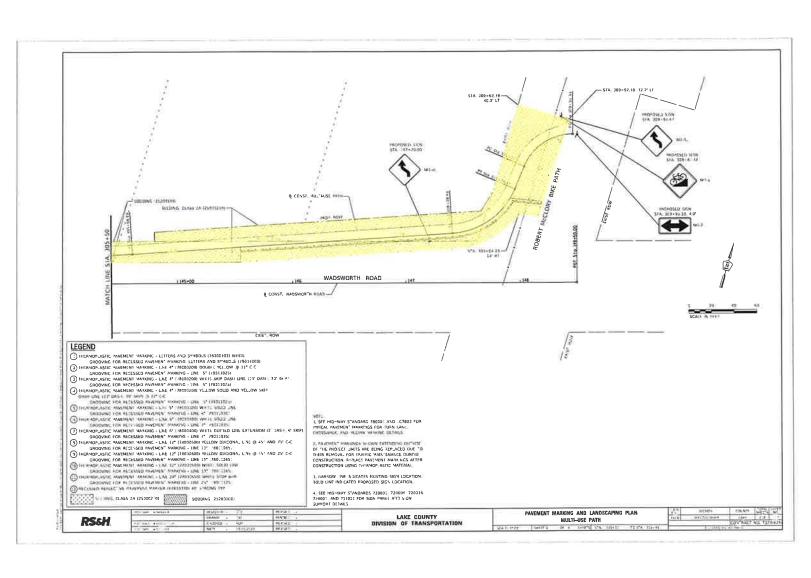


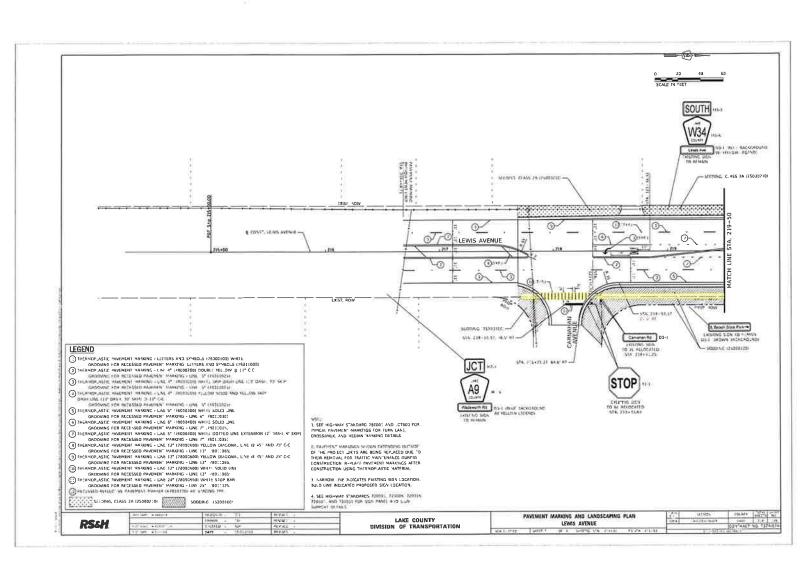












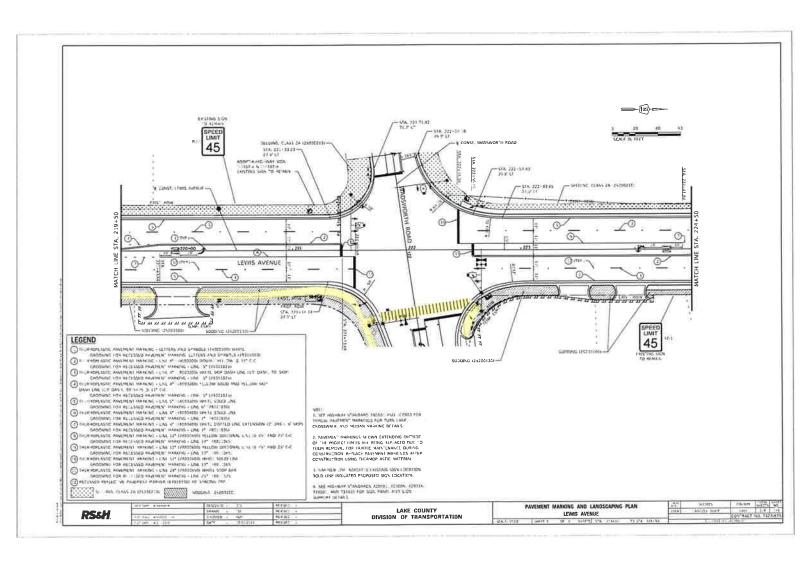


EXHIBIT B ESTIMATED DIVISION OF COST WADSWORTH ROAD AT LEWIS AVENUE VILLAGE OF BEACH PARK County Section 13-00055-06-WR

Improvement	Total Cost	FED Share	COUNTY Share	VILLAGE Share
Construction (NON-MOTORIZED IMPROVEMENTS)	\$340,462.50	\$272,370.00	\$54,474.00	\$13,618.50
Design Engineering*	\$23,832.38	\$0.00	\$19,065.90	\$4,766.48
Construction Engineering**	\$34,046.25	\$0.00	\$27,237.00	\$6,809.25
Total Costs (NON-MOTORIZED IMPROVEMENTS)	\$398,341.13	\$272,370.00	\$100,776.90	\$25,194.23

Source: Engineer's Estimate of Probable Costs prepared by RS&H & LCDOT, 11/10/2022

^{*}Design Engineering is calculated at 7% of construction costs,

^{**}Construction Engineering is calculated at 10% of construction costs.

EXHIBIT C PLAT OF HIGHWAYS – PARCEL 0006

STATE OF ILLINOIS **DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS**

PLAT OF HIGHWAYS

ROUTE: W. WADSWORTH RD. AT LEWIS AVE.

SECTION: 13-00055-06-WR

COUNTY: LAKE

SHEET PROPERTY

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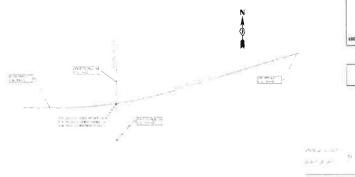
2004

LIMITS: 49+00 TO 84+50 (WADSWORTH)

0+00 TO 3+00 (LEWIS-NORTH)

180 + 00 TO 185 + 20.10 (LEWIS-SOUTH)

JOB NO: R-55-001-97



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Fig. 56 Nat 40 Nat 9 Fig. 5 Apr 24 Nat 124 Nat 12 Apr 3 Apr 24 Nat 12 Apr 3 Apr 25 Nat 12 Apr 3 Apr 25 Nat 12 Apr particul reces 045 taxs

ATT DIC YES

PROJECT LENGTH = 4,270 FT. = 0.828 MILE LOCATION MAP

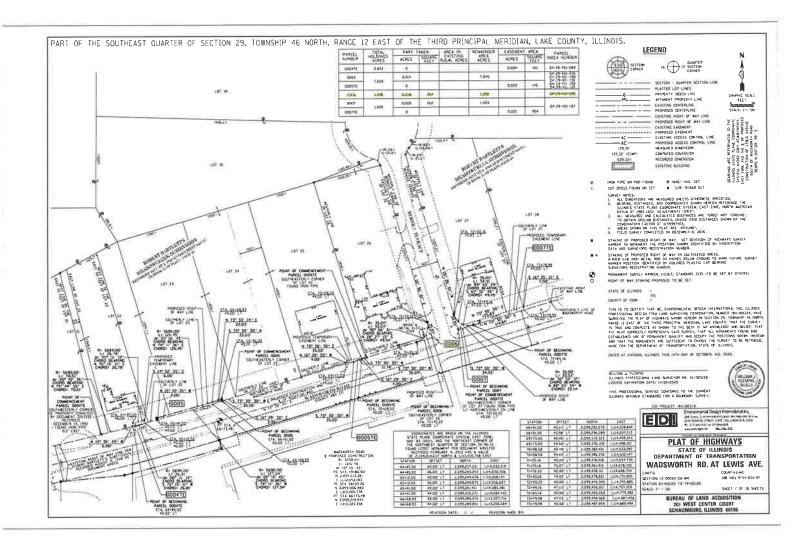


EXHIBIT D PARCEL 0006 LEGAL DESCRIPTION

Route: Wadsworth Road at Lewis

Avenue

Section: 13-00055-06-WR

County: Lake

Job No.: R-55-001-97

Parcel: 0006

Stations: 71+35.16 to 71+70.22

P.I.N.: 04-29-401-095

PARCEL DESCRIPTION

That part of Lot 26 in Robert Bartlett's Meadowcreek, being a subdivision of part of the Southeast Quarter of Section 29, Township 46 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded August 4, 1948 as document 649711, in Book 31 of Plats, Page 48, in Lake County, Illinois, described as follows:

Beginning at the southeasterly corner of said Lot 26; thence South 73 degrees 30 minutes 30 seconds West on a bearing based on the Illinois State Plane Coordinate System, NAD'83 (2011), East Zone, along said southerly line, 35.07 feet to a point on a 35.00 foot radius non-tangent curve, concave northwesterly; thence northeasterly 55.04 feet along said curve through a central angle of 90 degrees 06 minutes 31 seconds, the chord of said curve bears North 28 degrees 27 minutes 15 seconds East, 49.54 feet to the easterly line of said Lot 26; thence South 16 degrees 36 minutes 01 second East along said easterly line, 35.07 feet to said southerly line of Lot 26 and Point of Beginning.

Said parcel containing 0.006 acre, more or less, or 264 square feet, more or less.