

DRAFT

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF GURNEE
FOR THE INTERSECTION IMPROVEMENTS AT
WASHINGTON STREET (COUNTY HIGHWAY 22) AND ILLINOIS ROUTE 21 (MILWAUKEE AVENUE)
INCLUDING SIDEWALK, BIKE PATH, MEDIAN SIGN 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 GURNEE, 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 at the intersection of Washington Street (COUNTY HIGHWAY 45) and Illinois Route 21 (Milwaukee Avenue), including roadway widening, construction of a multi-use path, sidewalk, crosswalks, street lighting modifications and landscaping; 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 22-00999-93-ES 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 Parsons Transportation Group Inc. (hereinafter PLANS), which, by reference herein, hereby become a part hereof. As of this writing, the current iteration of the PLANS are those dated April 2, 2026 (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 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 the shared-use path within the project limits in conflict with the proposed IMPROVEMENT, inclusive of hot-mix asphalt, aggregate base course and concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter SHARED USE

PATH) for which modification and/or relocation is necessary to accommodate the construction of the IMPROVEMENT and,

WHEREAS, the VILLAGE is desirous that the COUNTY modifies the SHARED USE PATH 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 median signs along Washington Street (County Highway 45) and,

WHEREAS, the VILLAGE is desirous that the COUNTY includes the complete removal, furnishing and installing new high-density-urethane (HDU) wood composite median signs (hereinafter MEDIAN SIGN) 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 to the COUNTY, fifty-percent (50%) of the STREET LIGHTING costs as stipulated hereafter; and,

WHEREAS, the SIDEWALK, SHARED USE PATH, MEDIAN SIGN 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 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 the intersection of Washington Street (COUNTY HIGHWAY 45) and Illinois Route 21 (Milwaukee Avenue), 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, 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 LCDOT. The IMPROVEMENT was let on June 2, 2026.
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, 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. The VILLAGE agrees that based upon the apparent low bid amount its estimated total obligation under THIS AGREEMENT for VILLAGE FACILITIES constructed as a part of the IMPROVEMENT is \$235,183.05.

7. 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 thirty four percent (34%) of its obligation for VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$79,962.05.
8. The VILLAGE further agrees to pay the remaining balance of its obligation for the VILLAGE FACILITIES as follows:
 - a. Thirty-three percent (33%) of the VILLAGE's remaining obligation shall be due after May 1st, 2027, within thirty (30) days of the receipt of an invoice from the COUNTY. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$77,610.50
 - b. The VILLAGE agrees to pay the final thirty-three percent (33%) of the VILLAGE's obligation upon completion of the project, within thirty (30) days of the receipt of an invoice from the COUNTY and acceptance of the VILLAGE FACILITIES by the VILLAGE. 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 \$77,610.50
9. 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 Washington Street (COUNTY HIGHWAY 45), the Illinois Department of Transportation (IDOT) shall continue maintenance and jurisdictional responsibility over Illinois Route 21 (Milwaukee Avenue), and the VILLAGE shall continue and/or assume ownership and maintenance responsibility of the VILLAGE FACILITIES constructed as part of this IMPROVEMENT.
10. If requested by IDOT or the COUNTY, the VILLAGE agrees to confirm its ownership and maintenance responsibilities for the SIDEWALKS and SHARED USE PATH in the Illinois Route 21 (Milwaukee Avenue) right-of-way to IDOT in writing, as a portion of the SIDEWALKS and SHARED USE PATH to be constructed as a part of the IMPROVEMENT are proposed within the Illinois Route 21 (Milwaukee Avenue) right-of-way.
11. The VILLAGE agrees to submit to the County an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by July 1, 2026, 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, 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 if the construction contracts covering the improvements contemplated herein are not awarded by July 1, 2029.

VILLAGE OF GURNEE
ATTEST:

VILLAGE Clerk
VILLAGE of Gurnee

By: _____
Mayor
VILLAGE of Gurnee

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 A

**DEPICTION OF PROJECT LOCATION,
AND VILLAGE FACILITIES INCLUDED IN THE IMPROVEMENT**

Location Map

Washington Street at IL Route 21



EXHIBIT B
ESTIMATED DIVISION OF COST
WASHINGTON STREET (COUNTY HIGHWAY 22)
AT ILLINOIS ROUTE 21 (MILWAUKEE AVENUE) INTERSECTION IMPROVEMENT
VILLAGE OF GURNEE
22-00999-93-ES

| | Total Cost | COUNTY Share | VILLAGE Share |
|--|---------------------|---------------------|----------------------|
| SIDEWALK Construction | \$53,437.70 | \$ - | \$53,437.70 |
| SHARED USE PATH Construction | \$45,500.70 | \$ - | \$45,500.70 |
| MEDIAN SIGN Construction | \$13,600.00 | \$ - | \$13,600.00 |
| STREET LIGHTING Construction | \$ 176,947.30 | \$88,473.65 | \$88,473.65 |
| VILLAGE FACILITIES Construction Costs | \$289,485.70 | \$88,473.65 | \$201,012.05 |
| Design Engineering (7% of Construction Costs) | \$20,264.00 | \$ 6,194.00 | \$14,070.00 |
| Construction Engineering (10% of Construction Costs) | \$28,949.00 | \$ 8,848.00 | \$20,101.00 |
| VILLAGE FACILITIES Total Costs | \$338,698.70 | \$103,515.65 | \$235,183.05 |

Estimated costs are based on unit costs from the apparent low bidder from the 6/2/2026 letting. Actual costs will be based on awarded bid prices, and actual work performed during construction.

| | |
|--------------------|--|
| FOR LCDOT USE ONLY | |
| Permit Number | |



600 W. Winchester Road
 Libertyville, IL 60048
 Telephone: (847) 377-7400
 hdpermits@lakecountyil.gov

LOCAL AGENCY FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

(Please print or type)

Local Agency: Village of Gurnee
 Mailing Address: 325 N. O'Plaine Road
 Website: https://www.gurnee.il.us/ Telephone: 847-599-7500

Being a Local Agency 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 Local Agency Facility within the right-of-way limits of a County Highway in accordance with the Lake County, IL Code of Ordinances, as amended. The Local Agency Facility is described as follows:

1. **Name of County Highway:** Washington St

2. **Location of Facility:** From: Washington Street Sta. 1006+00
 (From street to street with offsets) To: Washington Street Sta. 1020+00

3. **Type of Local Agency Facility** (check all that apply):
 Street lighting Sanitary sewer line Water main/Water line
 Sidewalk Bike path Other Enter text.

4. **Facility to be constructed by** (check all that apply):
 Local Agency Crew Contractor Developer
 Other Enter text.

Name & Company: Alliance Contractors Inc.
 Mailing Address: 1166 Lake Avenue, Woodstock, IL 60098
 Telephone Number: 815-338-5900 Mobile Number: Enter text.
 E-mail Address: Estimating@alliancecontractors.com

Additional contact (if needed):
 Name & Company: Enter text.
 Mailing Address: Enter text.
 Telephone Number: Enter text. Mobile Number: Enter text.
 E-mail Address: Enter text.

5. **Comments** (if needed): Multi-use path and sidewalks at IL-21 and Washington Street, including approaches Lighting at the intersection of IL-21 and Washington Street, and approach lighting along Washington Street

NOTES: This Acceptance is subject to the General Conditions as printed on the reverse side of the form. THIS APPLICATION IS ONLY VALID WHEN AN ORIGINAL SIGNATURE IS PROVIDED ON PAGE 2.

GENERAL CONDITIONS FOR LOCAL AGENCY FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

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

SIGNATURE BLOCK

| | |
|---|--|
| <p>ATTEST:</p> <p>_____</p> <p style="text-align: center;">Notary signature (seal)</p> <p>_____</p> <p style="text-align: center;">(Printed name of above signature)</p> | <p style="text-align: right;">FOR THE LOCAL AGENCY:</p> <p>By: _____</p> <p style="text-align: center;">Local Agency Director/President</p> <p>_____</p> <p style="text-align: center;">(Printed name of above signature)</p> <p>Date: _____</p> |
|---|--|