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AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF ROUND LAKE BEACH
FOR HAINESVILLE ROAD IMPROVEMENTS (COUNTY HIGHWAY 24)
FROM WASHINGTON STREET (COUNTY HIGHWAY 45)
TO ROLLINS ROAD (COUNTY HIGHWAY 31),
INCLUDING ROADWAY IMPROVEMENTS,
NON-MOTORIZED ACCOMODATIONS,
AND UTILITY MODIFICATION

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 Round Lake Beach, an Illinois Municipal Corporation, 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 "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 traveling public, is desirous of making certain permanent roadway and non-motorized facility improvements along Hainesville Road (COUNTY Highway 24) from Washington Street (COUNTY Highway 45) to Rollins Road (COUNTY Highway 31). The scope of the project includes roadway widening from two (2) lanes to three (3) lanes with continuous bi-directional turn lanes, drainage improvements, construction of sidewalks and shared-use path, and associated utility modifications including watermain and sanitary sewer; 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 19-00072-14-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, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared for the COUNTY by V3 Companies, Inc., (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated February 20, 2025 (Pre-Final version); and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Hainesville Road (COUNTY Highway 24) from Washington Street (COUNTY Highway 45) to Rollins Road (COUNTY Highway 31); and,

WHEREAS, the VILLAGE is desirous that the COUNTY include the construction of new non-motorized accommodations including shared-use path, sidewalk, and ADA-compliant pedestrian improvements, (hereinafter NON-MOTORIZED FACILITIES) as a part of the IMPROVEMENT, and for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE owns and maintains potable water facilities within the project limits in conflict with the proposed IMPROVEMENT, including watermain, hydrants, valves, vaults, services, manholes and other miscellaneous appurtenances (hereinafter WATERMAIN), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT and for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE owns and maintains sanitary sewer facilities within the project limits in conflict with the proposed IMPROVEMENT, including sanitary sewer main, services, manholes and other miscellaneous appurtenances (hereinafter SANITARY SEWER), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT and for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the NON-MOTORIZED FACILITIES, WATERMAIN, and SANITARY SEWER shall collectively be known as VILLAGE-owned facilities (hereinafter VILLAGE FACILITIES) as detailed in the PLANS and generally depicted in EXHIBIT A; and,

WHEREAS, the estimated total cost to the VILLAGE for its share of the IMPROVEMENT is as indicated in EXHIBIT B to THIS AGREEMENT, which is attached hereto and is 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 as heretofore described will be of immediate benefit to the residents of the COUNTY and of the VILLAGE; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made 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.
Construction and Maintenance of the IMPROVEMENT
COUNTY Section Number 19-00072-14-WR

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

   The VILLAGE shall have the opportunity to review and approve the PLANS with respect to the 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 COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is September 8, 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, with reimbursement from the VILLAGE as hereinafter stipulated.

4. It is mutually agreed by and between the parties hereto that the WATERMAIN and SANITARY SEWER information, including size, material and location, depicted on the PLANS is based on field surveys and information provided to the COUNTY by the VILLAGE and has been verified by the VILLAGE to be accurate.

5. It is mutually agreed by and between the parties hereto that during construction of the IMPROVEMENT, the COUNTY shall coordinate the WATERMAIN and SANITARY SEWER work and any required service interruptions with the VILLAGE and the VILLAGE will be responsible to coordinate any effect of this work with its residents and businesses.

6. It is mutually agreed by and between the parties hereto that during construction of the IMPROVEMENT, the VILLAGE shall oversee the installation and supply field engineering/inspection assistance to the COUNTY and the COUNTY's contractor(s), as it relates to the WATERMAIN and SANITARY SEWER work. The COUNTY will be responsible for general construction oversight of the WATERMAIN and SANITARY SEWER work including taking field measurements to establish final contract quantities.

7. 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 non-motorized facilities within COUNTY improvement projects.

   The VILLAGE agrees that the sharing of costs for the installation of NON-MOTORIZED FACILITIES 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 NON-MOTORIZED FACILITIES, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the cost of Construction, Design Engineering and Construction Engineering Supervision, as provided in EXHIBIT B. [Twenty percent (20%) of the cost of Construction, twenty percent (20%) cost of Design Engineering, and twenty percent (20%) of the cost of Construction Engineering Supervision].

8. With the exception of the cost sharing for the NON-MOTORIZED FACILITIES as indicated in Item 7 above, the VILLAGE shall be responsible for one hundred percent (100%) of the costs for the VILLAGE FACILITIES [One hundred percent (100%) of the cost of Construction, one hundred percent (100%) of the cost of Design Engineering and one hundred percent (100%) of the cost of Construction Engineering Supervision].

   It is mutually agreed by and between the parties hereto that Design Engineering is calculated as seven percent (7%) of construction cost and Construction Engineering Supervision is

calculated as ten percent (10%) of construction costs.

9. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for the VILLAGE FACILITIES as a part of the IMPROVEMENT is $1,665,289.

   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 the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to $1,582,024.

   The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation, plus any additional costs related to 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. The final obligation shall be based on the 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 $83,265.

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 Hainesville Road (COUNTY HIGHWAY 24) from Washington Street (COUNTY Highway 45) to Rollins Road (COUNTY Highway 31) and the VILLAGE shall continue and/or assume ownership and maintenance responsibility of the VILLAGE FACILITIES constructed as a part of this IMPROVEMENT.

11. 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 September 1, 2026, for the VILLAGE FACILITIES within COUNTY highway right-of-way, the acceptance of which shall not be unreasonably withheld by the COUNTY. The MUNICIPAL ACCEPTANCE FORM is attached as EXHIBIT C to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof.

12. It is mutually agreed by and between the parties hereto that, absent an emergency situation, 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. 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, 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 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. The COUNTY agrees to indemnify, defend and hold harmless the VILLAGE, their elected officials, its duly appointed officials, agents, employees and representatives from and against any and all CLAIMS arising from and relating to the design or construction of the IMPROVEMENT.

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 January 1, 2030.

ATTEST:

Village Clerk

VILLAGE OF ROUND LAKE BEACH

By: _____
Mayor

Date: 4/20/26

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

ATTEST:

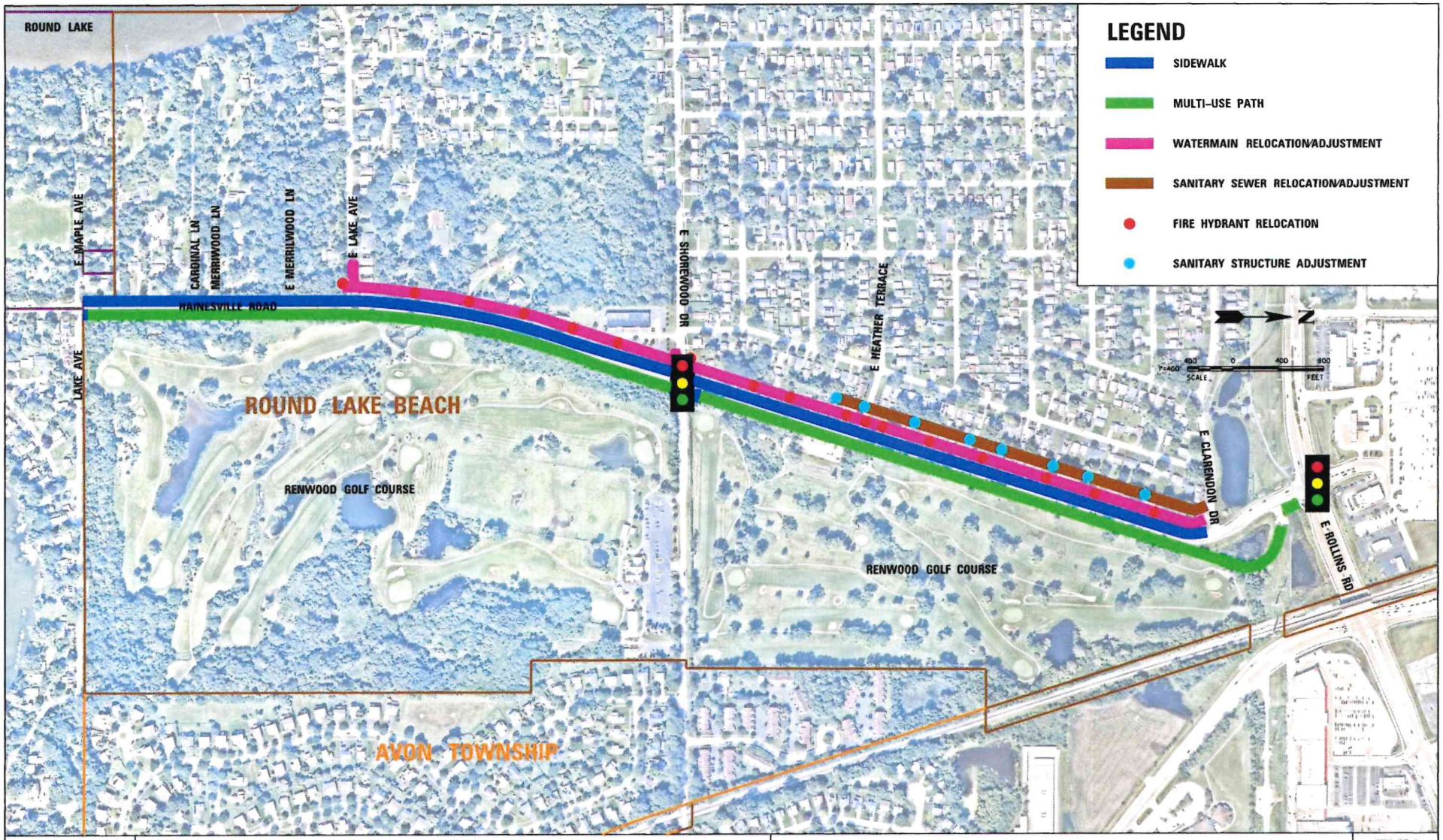
By: _____
Chair
Lake County Board

_____
County Clerk

Date: _____

EXHIBIT A

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



V3

HAINESVILLE ROAD IMPROVEMENTS

LAKE COUNTY ILLINOIS

LOCATION MAP
ROUND LAKE BEACH

EXH
A

EXHIBIT B

ESTIMATED DIVISION OF COST
HAINESVILLE ROAD IMPROVEMENT (WASHINGTON STREET TO ROLLINS ROAD)
VILLAGE OF ROUND LAKE BEACH

Improvement	Total Cost	COUNTY Share	VILLAGE Share
Construction (NON-MOTORIZED FACILITIES)	$368,145	$294,516	$73,629
Design Engineering*	$25,770	$20,616	$5,154
Construction Engineering**	$36,815	$29,452	$7,363
Total Costs (NON-MOTORIZED FACILITIES)	**$430,730**	**$344,584**	**$86,146**
Construction (WATERMAIN)	$905,627	$0	$905,627
Design Engineering*	$63,394	$0	$63,394
Construction Engineering**	$90,563	$0	$90,563
Total Costs (WATERMAIN)	**$1,059,584**	**$0**	**$1,059,584**
Construction (SANITARY SEWER)	$444,067	$0	$444,067
Design Engineering*	$31,085	$0	$31,085
Construction Engineering**	$44,407	$0	$44,407
Total Costs (SANITARY SEWER)	**$519,559**	**$0**	**$519,559**
Total	**$2,009,873**	**$344,584**	**$1,665,289**
Source: Engineer's Estimate of Probable Costs prepared by V3 Companies & LCDOT, dated 03/02/2026			
*Design Engineering is calculated at 7% of construction costs			
**Construction Engineering is calculated at 10% of construction costs			

EXHIBIT C
MUNICIPAL ACCEPTANCE FORMS