

DRAFT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LAKE, ILLINOIS AND
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
FOR INTERSECTION IMPROVEMENTS AT
RUSSELL ROAD (LAKE COUNTY HIGHWAY 19) AND
KENOSHA ROAD (LAKE COUNTY HIGHWAY 53)/ 47TH AVENUE**

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 COUNTY, and the VILLAGE OF PLEASANT PRARIRE, a municipal corporation and political subdivision of the State of Wisconsin, acting by and through its Board of Supervisors, hereinafter referred to as the VILLAGE. The COUNTY and 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 is a governmental unit within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and is authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and,

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and,

WHEREAS, VILLAGE is a municipal corporation and political subdivision of the State of Wisconsin as specified in 66.0301 (1)(a); and,

WHEREAS, Wisconsin State Statutes 66.0303 (2) authorizes Wisconsin municipalities to enter into contracts with municipalities of another state; and,

WHEREAS, it is the intention of the governing bodies of the COUNTY and the VILLAGE that the health, safety, and welfare interests of the citizens of both parties will be served by the participation in a public works intersection improvement agreement to outline the roles and responsibilities each will have for the ongoing road maintenance, snow removal, right-of-way maintenance, and signage, among other responsibilities; and

WHEREAS, the COUNTY and the VILLAGE desire, for the mutual benefit of and to their citizens, to enter into this Agreement for the creation, planning, and implementation of and for a public works intersection improvement agreement; and

WHEREAS, Russell Road, COUNTY Highway 19, is a designated route on the COUNTY Highway system; and,

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, the COUNTY and VILLAGE are desirous of making certain permanent roadway and non-motorized facility improvements to the intersection of Russell Road (COUNTY Highway 19) and Kenosha Road (COUNTY Highway 53)/ 47th Avenue (hereinafter the IMPROVEMENT). Said IMPROVEMENT shall include, but not be limited to, the construction of a roundabout, signage and street lighting, multi-use path, pavement resurfacing, and landscaping and shall be known as COUNTY Section 18-00999-57-EG; 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, the COUNTY has maintenance and jurisdictional authority over Russell Road (COUNTY Highway 19) and Kenosha Road south of Russell Road (COUNTY Highway 53) and the VILLAGE has maintenance and jurisdictional authority over 47th Avenue north of Russell Road; and,

WHEREAS, the COUNTY will construct a roundabout, inclusive of storm sewer, street lighting, landscaping, signage, and multi-use path (hereinafter ROUNDABOUT), as part of the IMPROVEMENT, as a COUNTY facility; and,

WHEREAS, the COUNTY is desirous to provide routine maintenance and capital maintenance for the ROUNDABOUT installed under the IMPROVEMENT, including the portion of which lies within the VILLAGE jurisdiction; and,

WHEREAS, said IMPROVEMENT will require the acquisition of additional Right-of-Way and easements (hereinafter ROW) located in both the COUNTY and VILLAGE; and,

WHEREAS, the completion of the IMPROVEMENT requires a joint effort between the COUNTY and the VILLAGE for purposes of acquiring the necessary ROW; and,

WHEREAS, the COUNTY and the VILLAGE, by this instrument, desire to memorialize their respective obligations as related to the ROW funding and acquisition for the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous to provide a future access improvement project at the entrance to the VILLAGE's recycling facility and for the COUNTY to consider participation in the future project; 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.
ROW Acquisition for the IMPROVEMENT
COUNTY Section Number 18-00999-57-EG

1. The COUNTY agrees to prepare all necessary land acquisition and related conveyance documents for the conveyance of the ROW without reimbursement from the VILLAGE and will share with VILLAGE all ROW documents pertaining to ROW that falls within VILLAGE.
2. The COUNTY agrees to acquire all ROW that fall within the COUNTY, as identified on Exhibit A, without reimbursement from the VILLAGE.
3. The VILLAGE agrees to acquire all ROW that fall within VILLAGE, as identified on Exhibit A, without reimbursement from the COUNTY.
4. In event that the VILLAGE is unable to acquire the ROW that fall within the VILLAGE through continued and good faith negotiations, the VILLAGE agrees to exercise its eminent domain powers and acquire the ROW through condemnation.
5. The VILLAGE agrees to record all ROW that is acquired within the limits of the VILLAGE.
6. The parties mutually agree that they shall cooperate with each other to avoid any delay of the proposed construction schedule of this IMPROVEMENT.

SECTION III.
Construction and Maintenance of the IMPROVEMENT
COUNTY Section Number 18-00999-57-EG

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 in accordance with Lake County Division of Transportation (LCDOT) policies and standards, without reimbursement from the VILLAGE.

2. It is mutually agreed by and between the parties hereto that the limits of the IMPROVEMENT are generally depicted on Exhibit A attached to THIS AGREEMENT.
3. 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 letting date for the IMPROVEMENT is currently anticipated for early 2024. The letting date is subject to change, and is dependent upon land acquisition, project readiness and the availability of project funding. The COUNTY acknowledges that construction of the IMPROVEMENT will require closure of 47th Avenue. The COUNTY will make a good faith effort to keep the VILLAGE apprised of changes to the letting date.
4. 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, without reimbursement from the VILLAGE.
5. It is mutually agreed by and between the parties hereto that upon substantial completion of the IMPROVEMENT, the COUNTY shall perform ROUTINE AND CAPITAL MAINTENANCE of the ROUNDABOUT, including that section of 47th Avenue from Russell Road to 25 feet north of the northern median splitter island of the ROUNDABOUT, which is currently under the jurisdiction of the VILLAGE, and as generally depicted on Exhibit "A" to THIS AGREEMENT, without reimbursement from the VILLAGE.
6. It is further mutually agreed by and between the parties hereto that upon substantial completion of the IMPROVEMENT, the COUNTY shall own, operate and maintain all signage and street lighting required for the ROUNDABOUT, including those items within the section of 47th Avenue from Russell Road to 122nd Street, which is currently under the jurisdiction of the VILLAGE, without reimbursement from the VILLAGE.
7. It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, ROUTINE MAINTENANCE shall include items such as snow and ice control, the removal of debris, removal of graffiti from signage, replacement and/or reinstallation of damaged signage, street sweeping, repair of potholes, minor curb repair, televising and cleaning storm sewer, storm sewer structure adjustments, and landscaping maintenance (including but not limited to mowing, removal of vegetation obscuring visibility of signs or limiting sight distance at intersections, and keeping areas around signs and other highway appurtenances clear,). Said ROUTINE MAINTENANCE of the ROUNDABOUT shall be performed by the COUNTY without reimbursement from the VILLAGE so long as Russell Road and Lewis Avenue south of Russell Road remain under the COUNTY's jurisdiction or until such time as the ROUNDABOUT is removed.
8. It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, CAPITAL MAINTENANCE shall include replacing items that have outlived their useful life, and shall include items such as full depth pavement patching, resurfacing, pavement widening, pavement reconstruction, storm sewer removal and replacement, pavement striping, replacement of recessed pavement markers, tree removal

upon notice from the VILLAGE due to clear signs of danger (such as disease, split limbs, or excessive lean), and end of life signage replacement without reimbursement from the VILLAGE so long as Russell Road and Kenosha Road south of Russell Road remain under the COUNTY's jurisdiction or until such time as the ROUNDABOUT is removed.

9. It is mutually agreed by and between the parties hereto that the VILLAGE shall continue its maintenance and jurisdictional authority, including snow and ice control, over 47th Avenue north of Russell Road, excluding the COUNTY's maintenance responsibilities identified in Section III, Items 5-8 above.
10. The VILLAGE agrees to coordinate future improvements on 47th Avenue with the COUNTY's Director of Transportation/County Engineer, including but not limited to, pavement striping, signage, lighting and landscaping from Russell Road to 122nd Street to minimize conflicts with necessary signage, lighting and overall operations of the ROUNDABOUT.
11. The VILLAGE is desirous to provide a future access improvement project on Russell Road for the entrance to the VILLAGE's recycling facility which is currently offset approximately 375 feet east of Delany Road, (hereinafter FUTURE PROJECT).
12. The COUNTY agrees that in exchange for the VILLAGE acquiring the ROW for the IMPROVEMENT as described in section II of THIS AGREEMENT, the COUNTY will make all reasonable attempts to acquire the necessary right of way located in the COUNTY boundaries for the FUTURE IMPROVEMENT, without reimbursement from the VILLAGE so long as the cost to the COUNTY is comparable to the VILLAGE's cost to acquire the ROW for the IMPROVEMENT.
13. The VILLAGE agrees to prepare and provide to the COUNTY all documentation necessary for the COUNTY to acquire the right-of-way located in the COUNTY boundaries for the FUTURE IMPROVEMENT. Such documentation shall include but not be limited to survey plats, legal descriptions and conveyance documents.
14. The COUNTY shall agree to permit the construction of the FUTURE IMPROVEMENT within the COUNTY right of way, provided that the FUTURE IMPROVEMENT complies with Chapter 90 (Highway Access and Use) of the Lake County Code of Ordinances, as amended, and all applicable state and federal guidelines, policies and procedures.

It is further mutually agreed by and between the parties hereto that the VILLAGE will provide at least twenty-four (24) months' notice to the COUNTY prior to letting the project to ensure programming of funds, adequate time for the COUNTY to acquire the necessary right-of-way within the COUNTY, and for the VILLAGE to obtain the necessary permit approvals from the COUNTY.

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 VILLAGE (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of LAKE County for any purpose or in any manner, whatsoever. VILLAGE is to be and shall remain independent of 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 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 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 and the VILLAGE, 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 Pleasant Prairie
Village Hall
9915 39th Avenue
Pleasant Prairie, WI 53158

12. Except as otherwise provided in THIS AGREEMENT, the terms of THIS AGREEMENT shall be perpetual in nature and only terminable by the mutual written agreement of both of the parties hereto.
13. Each party to THIS AGREEMENT will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of THIS AGREEMENT. Neither party will be considered the agent nor employee of the other, and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation no a party to THIS AGREEMENT.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

Jane C. Snell
County Clerk

By: [Signature]
Village President

Date: 8/8/22

RECOMMENDED FOR EXECUTION

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

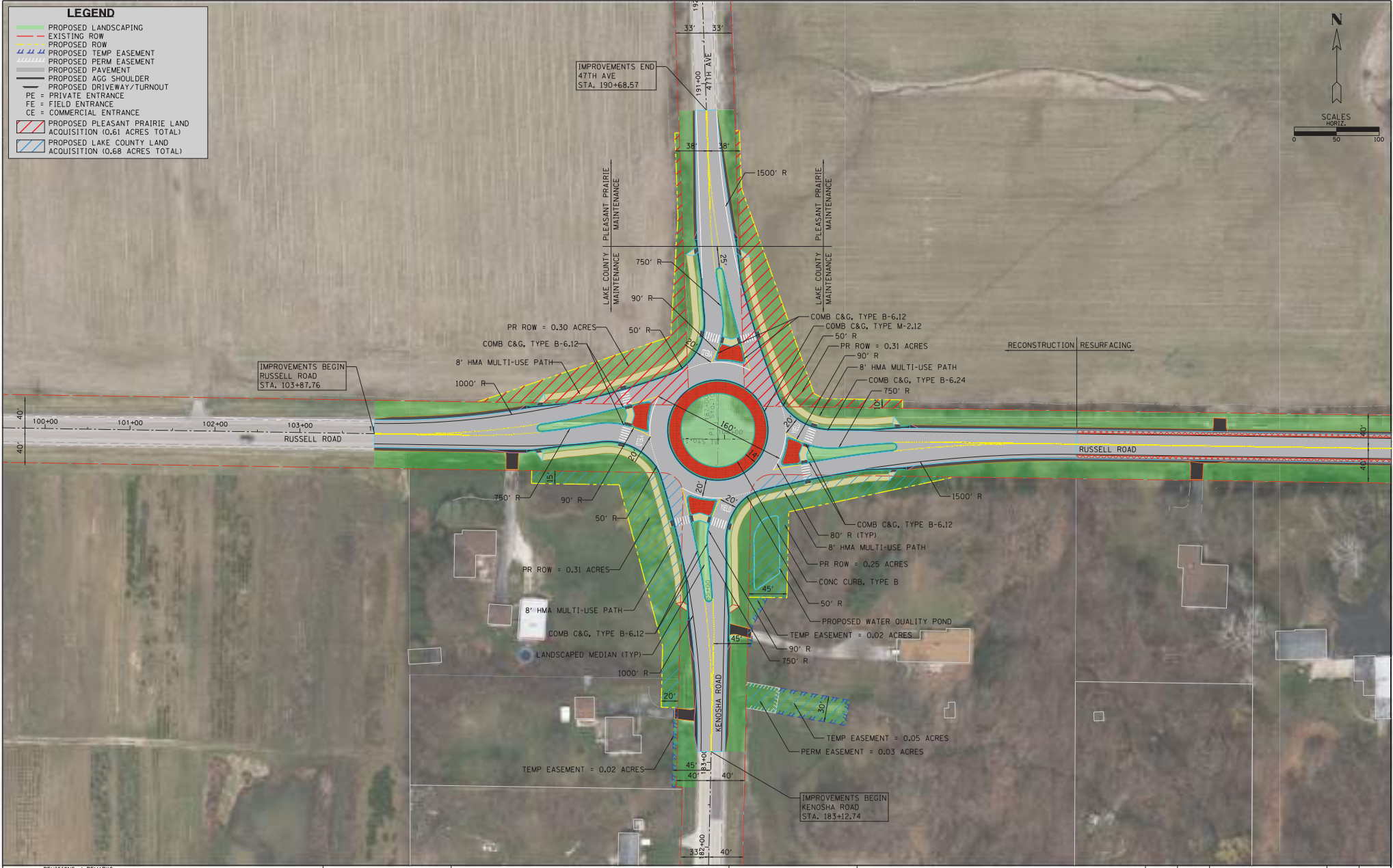
COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chair
Lake County Board

Date: _____



REVISIONS / REMARKS		DATE	BY	SURVEYOR	
1	CREATION	2/1/2022	AMK	OSOWSKI/LIAISON	
2	REVISED	3/17/2022	AMK	PLOTTED BY:	MUSKIE **SDAT****

FILE NAME: *FILE*

**RUSSELL ROAD INTERSECTION IMPROVEMENTS
(KILBOURNE ROAD, KENOSHA ROAD, LEWIS AVENUE)**



**INTERGOVERNMENTAL AGREEMENT
BETWEEN COUNTY OF LAKE AND VILLAGE OF PLEASANT PRAIRIE
EXHIBIT A**

ROUTE	SECTION	SECTION NUMBER	SHEET	SHEETS
		18-00999-57-EG	1	1