

RESOLUTION NO. 18-R-015

**AN AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE
VILLAGE OF KILDEER FOR ROADWAY IMPROVEMENTS
ALONG QUENTIN ROAD (COUNTY HIGHWAY 5) BETWEEN
ILLINOIS ROUTE 22 AND WHITE PINE ROAD, INCLUDING SIDEWALK**

WHEREAS, the Village of Kildeer ("Village") is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, the County of Lake ("County") is a public body politic organized and existing under the laws of the State of Illinois; and

WHEREAS, the County has jurisdiction over Quentin Road within the Village and will be improving said road; and

WHEREAS, the Village and the County desire to enter into an agreement in connection with the road improvement, a copy of which is attached to this Resolution as Exhibit A (the "Agreement");

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Kildeer, Lake County and State of Illinois, as follows:

Section 1. The foregoing recitals are incorporated into this Resolution as findings of the President and Board of Trustees.

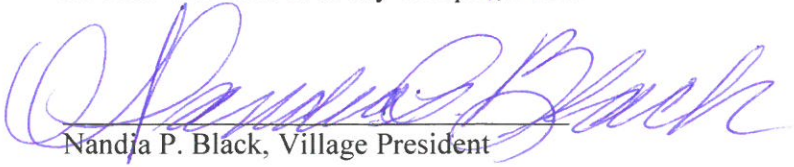
Section 2. The Village President and Acting Clerk for the Village of Kildeer are authorized to execute the Agreement, a copy of which is attached hereto as Attachment A.

Section 3. This Resolution will be in full force and effect from and after its passage and approval.

PASSED this 17th day of April, 2018.


Trustees:	Aye:	Nay:	<u>Absent/Abstain:</u>
William Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keith Kovanda	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ralph Liberatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lester Sokolowski	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Barbara Stavropoulos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Basel Tarabein	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PRESIDENT BLACK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED this 17th day of April, 2018.



Nandja P. Black, Village President

ATTEST:



Michael S. Talbett, Acting Village Clerk

18-R-015

18-R-015
Attachment A

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF KILDEER
FOR ROADWAY IMPROVEMENTS ALONG
QUENTIN ROAD (COUNTY HIGHWAY 5)
BETWEEN ILLINOIS ROUTE 22 AND WHITE PINE ROAD,
INCLUDING SIDEWALK**

THIS AGREEMENT is entered into this 17th day of April, A.D. 2018, 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 Kildeer, an Illinois Municipal Corporation, acting by and through its Village President 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 motoring public, is desirous of making certain permanent roadway and non-motorized facility improvements along Quentin Road (COUNTY Highway 5) from Illinois Route 22 to White Pine Road, including road reconstruction and widening, drainage improvements, construction of multi-use path, sidewalk, landscaping, and the replacement of permanent traffic control signals; 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 08-00090-12-CH; and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Quentin Road from Old McHenry Road to Lake Cook Road and the IMPROVEMENT is located within the section of Quentin Road under the COUNTY’s jurisdiction; and,

WHEREAS, there exists a VILLAGE sign, currently located in front of VILLAGE Hall, along the east side of Quentin Road and within the COUNTY’s right-of-way, that is in conflict with the IMPROVEMENT, and the VILLAGE shall cause said sign to be removed from the COUNTY’s right-of-way without reimbursement from the COUNTY; and,

WHEREAS, the VILLAGE is desirous that the COUNTY include the construction of concrete sidewalk along Quentin Road, inclusive of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter 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 COUNTY has received approval for the use of Federal Surface Transportation Urban (STU) funds relating to the IMPROVEMENT, which is programmed through the Lake County Council of Mayors; and,

WHEREAS, the Lake County Council of Mayors is part of 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 STU funding; as such, IDOT will let the IMPROVEMENT. Said STU funding normally covers eighty percent (80%) of the construction and construction engineering supervision costs for federally-eligible items, but the total amount of STU funding to be supplied by IDOT may be fixed; and,

WHEREAS, the approximate limits of the proposed SIDEWALK within the IMPROVEMENT are as indicated in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the estimated total cost to the VILLAGE for its share of the SIDEWALK is as indicated in EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, as of this writing, the SIDEWALK proposed within the VILLAGE is anticipated to be funded using local funds by the COUNTY and the VILLAGE as the amount of STU funding allocated to the project is fixed and the total IMPROVEMENT costs have surpassed the maximum amount of federal funding available for the IMPROVEMENT; and,

WHEREAS, if additional federal funding is secured and/or if favorable bids are received for the IMPROVEMENT, then any available federal funding may be applied to the VILLAGE and COUNTY shares of construction and construction engineering for the SIDEWALK and the costs adjusted accordingly, at the discretion of the COUNTY's County Engineer (hereinafter COUNTY ENGINEER); 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.
- 3.

SECTION II.
Construction and Maintenance of the IMPROVEMENT
COUNTY Section Number 08-00090-12-CH

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 (hereinafter PLANS) in accordance with Lake County Division of Transportation (LCDOT) policies and standards, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.

As of this writing, the current PLANS are the final set of plans prepared by Civiltech Engineering, Inc., with a submission date of March 15, 2018. Said PLANS, by reference herein, hereby become a part hereof. The VILLAGE shall have the opportunity to review and approve said PLANS with respect to SIDEWALKS. Said review and approval of the PLANS by the VILLAGE shall not be unnecessarily 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 IDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is April 27, 2018. (The letting date is subject to change, 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 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.
5. The COUNTY agrees to record all COUNTY Highway rights-of-way that may be acquired in connection with the IMPROVEMENT.
6. The VILLAGE agrees to remove, by August 1, 2018, the "Village of Kildeer, Village Hall" sign, currently located in front of VILLAGE Hall along the east side of Quentin Road, without reimbursement from the COUNTY. The removal shall include the sign, ornamental rock pillars, foundation(s), associated lighting and any and all appurtenances from the COUNTY right-of-way.
7. It is mutually agreed by and between the parties hereto that the COUNTY has prepared the PLANS so as to be eligible for federal funding.
8. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), sets forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new municipal sidewalk within COUNTY Highway rights-of-way.

The VILLAGE agrees that the sharing of costs for the installation of SIDEWALK shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering and construction of the SIDEWALK, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the engineering and construction costs for the SIDEWALK, as provided in EXHIBIT B.

9. The COUNTY agrees to construct the SIDEWALK in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said SIDEWALK is estimated to be \$13,125, assuming federal funding is not available, and inclusive of Design Engineering costs and Construction Engineering Supervision costs,

as indicated in EXHIBIT B to THIS AGREEMENT.

10. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for SIDEWALK constructed as a part of the IMPROVEMENT is \$13,125 assuming federal funding is not available.

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 SIDEWALK, an amount equal to ninety five percent (95%) of its obligation for the SIDEWALK. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$12,469. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the SIDEWALK 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 SIDEWALK. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$656.

11. If additional federal funding is secured and/or if favorable bids are received for the IMPROVEMENT, at the discretion of the COUNTY ENGINEER, the VILLAGE's share of the SIDEWALK costs may be reduced. If enough federal funding is available, the VILLAGE share of Construction and Construction Engineering Supervision of the SIDEWALK could be reduced to twenty percent (20%) of the costs of the Local Match for the Construction and Construction Engineering Supervision of the SIDEWALK [the Local Match is typically equal to 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 STU funds]. For this project, the VILLAGE's Local Share could be reduced to four percent (4%) for the Construction and Construction Engineering Supervision of the SIDEWALK.. As federal funding was not secured for the Design Engineering for the IMPROVEMENT, the VILLAGE shall be responsible for twenty percent (20%) of the costs of the Design Engineering for the SIDEWALK.
12. 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 June 1, 2018 for the VILLAGE SIDEWALK, the approval of which shall not be unnecessarily withheld by the COUNTY.

13. 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 SIDEWALK shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the VILLAGE SIDEWALK within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm.
14. 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 Quentin Road and the VILLAGE shall assume ownership and maintenance responsibility over the VILLAGE SIDEWALK constructed as a part of this IMPROVEMENT.

SECTION III. General Provisions

1. It is mutually agreed by and between the parties hereto that THIS AGREEMENT is subject to the requirements of the agreement between the COUNTY and IDOT relative to the federal funding approved by IDOT for the IMPROVEMENT.

It is further mutually agreed by and between the parties hereto that, should IDOT determine that the costs for the SIDEWALK within the IMPROVEMENT are not eligible for federal funding, the VILLAGE shall be responsible for twenty percent (20%) of all non-federally eligible costs for the ineligible portion of the SIDEWALK.

2. 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.
3. 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.

4. 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.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on June 1, 2018, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to June 1, 2018. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to June 1, 2018, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
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, 2025.

ATTEST:

Michael A. Calvert
Village Clerk

VILLAGE OF KILDEER

By: Samuel Black
Village President

Date: 4/17/18

RECOMMENDED FOR EXECUTION

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

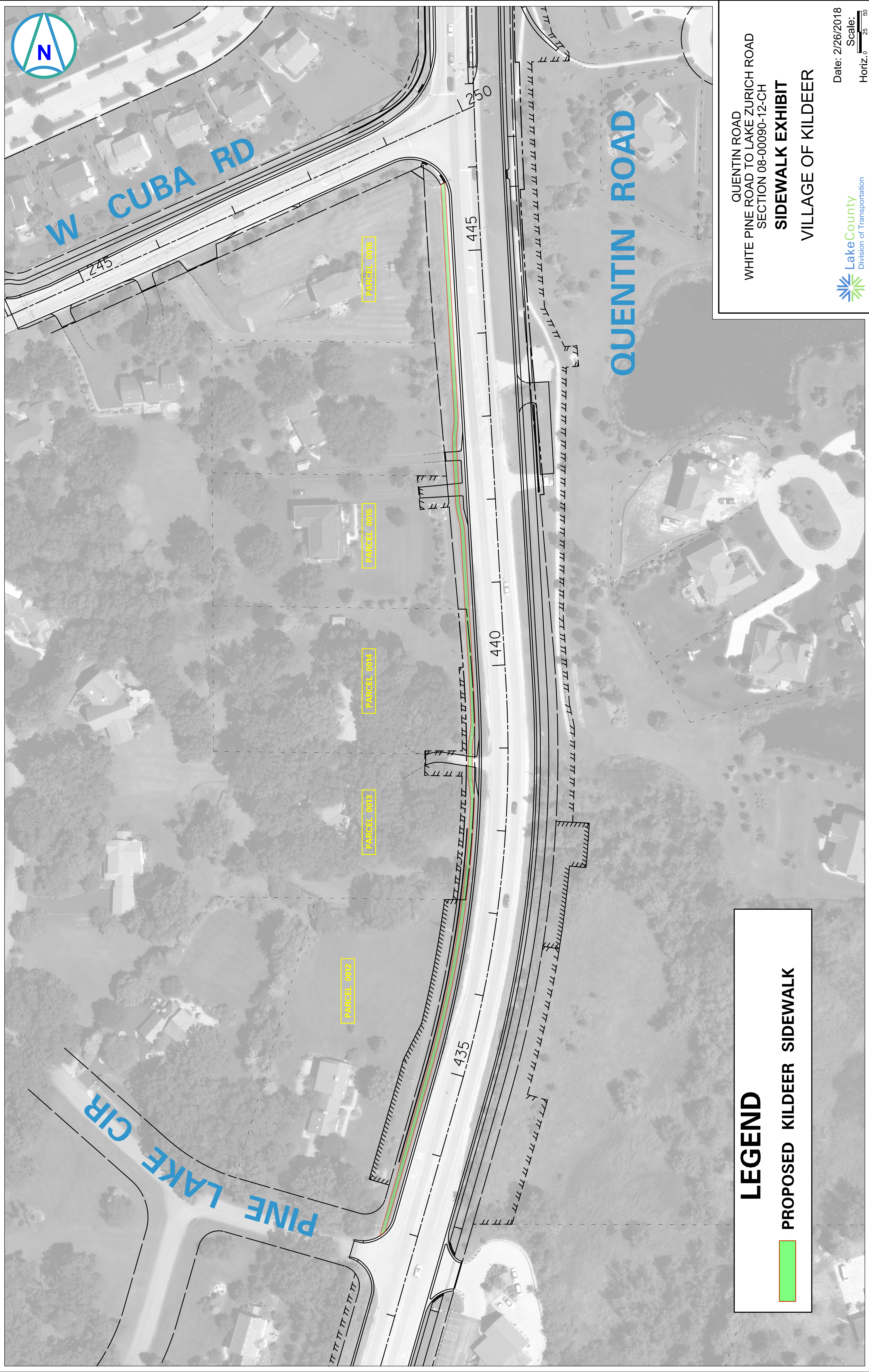
COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chairman
Lake County Board

Date: _____



LEGEND

PROPOSED KILDEER SIDEWALK

QUENTIN ROAD
WHITE PINE ROAD TO LAKE ZURICH ROAD
SECTION 08-00090-12-CH
SIDEWALK EXHIBIT
VILLAGE OF KILDEER

Date: 2/26/2018
Scale:
Horiz. 0 25 50

EXHIBIT B
VILLAGE SIDEWALK
Breakdown of Estimated Cost for Engineering and Construction
County Section 08-00090-12-CH

Improvement	Federal Share	% Cost	COUNTY Share	% Cost	VILLAGE Share	% Cost	Total Cost
SIDEWALK Construction*	\$0	0%	\$44,873	80%	\$11,218	20%	\$56,091
SIDEWALK Design Engineering**	\$0	0%	\$3,141	80%	\$785	20%	\$3,926
SIDEWALK Construction Engineering***	0	0%	\$4,487	80%	\$1,122	20%	\$5,609
Total Costs	\$0		\$52,501		\$13,125		\$65,626

Source: Engineer's Estimate of Probable Costs prepared by Civiltech, dated 3/2/18

*Construction costs of the SIDEWALK are currently not covered by federal funding but are federally eligible.

**Design Engineering is calculated at 7% of construction costs. Design Engineering Costs are not federally eligible.

***Construction Engineering is calculated at 10% of construction costs. Construction Engineering Costs of the SIDEWALK are currently not covered by federal funding but are federally eligible.



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 Kildeer, 21911 Quentin Road, Kildeer, Illinois 60047

Telephone Number: (847) 438-6000

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:** Quentin Rd

2. **Location** (distance from nearest intersection, which side of road, etc.): West side of Quentin Road
from Pine Lake Circle to W. Cuba Road.

3. **Type of Municipal Utility/Facility** (watermain, sidewalk, etc.): Sidewalk

4. **Utility/Facility to be constructed by:** ☐ Municipal Crews (contact person): _____
☐ Contractor (name, address, telephone): _____
☐ Developer (name, address, telephone): _____
☒ Other (name, address, telephone): Construction via LCDOT project 08-00090-12-CH

5. **Comments** (if needed): Refer to attached Exhibit(s). For additional details, please refer to the engineering plans for project 08-00090-12-CH prepared by Civiltech Engineering, Inc.

**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.**

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

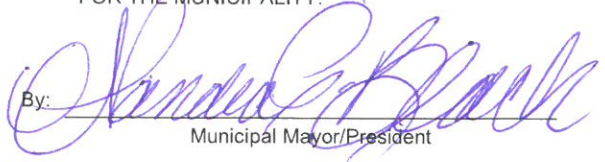
1. In submitting this Acceptance, the Municipality agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.
2. The Municipality shall supply, at its expense, 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:



Municipal Clerk

FOR THE MUNICIPALITY:

By: 

Municipal Mayor/President

Date: 4/17/18



LEGEND

PROPOSED KILDEER SIDEWALK

QUENTIN ROAD
WHITE PINE ROAD TO LAKE ZURICH ROAD
SECTION 08-00090-12-CH
SIDEWALK EXHIBIT
VILLAGE OF KILDEER



Date: 2/26/2018
Scale:

0 25 50

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