

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LAKE AND NEWPORT TOWNSHIP
ROAD DISTRICT FOR INTERSECTION IMPROVEMENTS AT
WADSWORTH ROAD (COUNTY HIGHWAY 17) AND
DILLEYS ROAD (COUNTY HIGHWAY 15) INCLUDING
RESURFACING OF DILLEYS ROAD, CULVERT REPLACEMENT,
AND MAINTENANCE OF THE ROUNDABOUT**

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 NEWPORT TOWNSHIP ROAD DISTRICT, an Illinois Unit of Local Government, acting by and through its Township Highway Commissioner, hereinafter referred to as the ROAD DISTRICT. The COUNTY and the ROAD DISTRICT 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 Dilleys Road (COUNTY Highway 15) (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 17-00076-19-CH. As of this writing, the anticipated letting date for the IMPROVEMENT is 4/14/2020; 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 Christopher B. Burke Engineering, (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated 4/10/2019 (Prefinal version); and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Wadsworth Road (COUNTY Highway 17) and Dilleys Road south of Wadsworth Road (COUNTY Highway 15) and the ROAD DISTRICT has maintenance and jurisdictional authority over Dilleys Road within the unincorporated areas north of Wadsworth Road; and,

WHEREAS, the ROAD DISTRICT is desirous that the COUNTY include pavement resurfacing (hereinafter RESURFACING) from the northern IMPROVEMENT limit on Dilleys Road, north of Wadsworth Road, to the south side of Plaza Lane, as part of the IMPROVEMENT and as detailed in the Exhibit A, for which the ROAD DISTRICT shall

reimburse the COUNTY as stipulated in Exhibit B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the ROAD DISTRICT is desirous that the COUNTY include the replacement of two cross-road culverts (hereinafter CULVERTS) within the RESURFACING limits, as part of the IMPROVEMENT and as detailed in the Exhibit A, for which the ROAD DISTRICT shall reimburse the COUNTY as stipulated in Exhibit B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; 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, and as detailed in the PLANS, 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 ROAD DISTRICT jurisdiction, with no reimbursement by the ROAD DISTRICT; and,

WHEREAS, the COUNTY and the ROAD DISTRICT are public agencies and governmental units within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are 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,

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 17-00076-19-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 in accordance with Lake County Division of Transportation (LCDOT) policies and standards, with reimbursement from the ROAD DISTRICT as hereinafter stipulated.
2. It is mutually agreed by and between the parties hereto that the limits of the IMPROVEMENT, inclusive of the RESURFACING and CULVERTS 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 Christopher B. Burke Engineering, with a submission date of 4/10/2019. Said PLANS, by reference herein, hereby become a part hereof.
4. The ROAD DISTRICT shall have the opportunity to review and approve the PLANS with respect to the RESURFACING and CULVERTS. Said review and approval of the PLANS by the ROAD DISTRICT 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 to be let and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is 4/14/2020. (The letting date is subject to change, without notice to the ROAD DISTRICT, and is dependent upon project readiness and the availability of project funding.)
6. 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 ROAD DISTRICT as hereinafter stipulated in Exhibit B attached to THIS AGREEMENT.
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, 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 that any costs associated with any land acquisition required for the IMPROVEMENT shall be the COUNTY's responsibility and without reimbursement from the ROAD DISTRICT.
8. The COUNTY agrees to record all COUNTY Highway rights-of-way that may be acquired in connection with the IMPROVEMENT.

9. The ROAD DISTRICT shall be responsible for one hundred percent (100%) of the costs for the RESURFACING and CULVERTS [i.e. one hundred percent (100%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs, one hundred percent (100%) of the Wetland Permitting and one hundred percent (100%) of Construction Engineering Supervision costs related to the RESURFACING and CULVERTS].
10. 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 Dilleys Road from Wadsworth Road to 25 feet north of the northern median splitter island of the ROUNDABOUT, which is currently under the jurisdiction of the ROAD DISTRICT, and as generally depicted on Exhibit C to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof, without reimbursement from the ROAD DISTRICT.
11. 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 Dilleys Road from Wadsworth Road to Plaza Lane, which is currently under the jurisdiction of the ROAD DISTRICT, without reimbursement from the ROAD DISTRICT.
12. 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 ROAD DISTRICT so long as Wadsworth Road and Dilleys Road south of Wadsworth Road remain under the COUNTY's jurisdiction or until such time as the ROUNDABOUT is removed.
13. 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 ROAD DISTRICT due to clear signs of danger (such as disease, split limbs, or excessive lean), and end of life signage replacement without reimbursement from the ROAD DISTRICT so long as Wadsworth Road and Dilleys Road south of Wadsworth Road remain under the COUNTY's jurisdiction or until such time as the ROUNDABOUT is removed.

14. It is mutually agreed by and between the parties hereto that the ROAD DISTRICT shall continue its maintenance and jurisdictional authority, including snow and ice control, over Dilleys Road within the unincorporated areas north of Wadsworth Road, excluding the COUNTY's maintenance responsibilities identified in Section II, Items 10-12 above.
15. The ROAD DISTRICT agrees to coordinate future improvements on Dilleys Road with the COUNTY Engineer, including but not limited to, pavement striping, signage, lighting and landscaping from Wadsworth Road to Plaza Lane to minimize conflicts with necessary signage, lighting and operations of the ROUNDABOUT.
16. The ROAD DISTRICT agrees that its estimated total obligation under THIS AGREEMENT for the RESURFACING and CULVERTS constructed as a part of the IMPROVEMENT is \$109,150, as detailed in Exhibit B attached to THIS AGREEMENT.
17. The ROAD DISTRICT further agrees that upon award of the construction contract, the ROAD DISTRICT 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 RESURFACING and CULVERTS, an amount equal to ninety five percent (95%) of its obligation for the RESURFACING and CULVERTS. At such time, it is estimated that the ROAD DISTRICT shall owe to the COUNTY an amount equal to \$103,700. The ROAD DISTRICT further agrees to pay the remaining five percent (5%) of its obligation for the RESURFACING and CULVERTS 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 RESURFACING and CULVERTS. At such time, it is estimated that the ROAD DISTRICT shall owe to the COUNTY an amount equal to \$5,450.

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 ROAD DISTRICT (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 ROAD DISTRICT 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 April 1, 2020, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to April 1, 2020. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to April 1, 2020, 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.
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 ROAD DISTRICT:

Highway Commissioner
Newport Township Road District
P.O. Box 312
Russell, IL 60075

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.

**NEWPORT TOWNSHIP
ROAD DISTRICT**

ATTEST:

Deborah Spurgeon
Township Clerk

2/19/2020

By: [Signature]
Highway Commissioner
NEWPORT TOWNSHIP ROAD
DISTRICT

Date: 2/19/2020

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

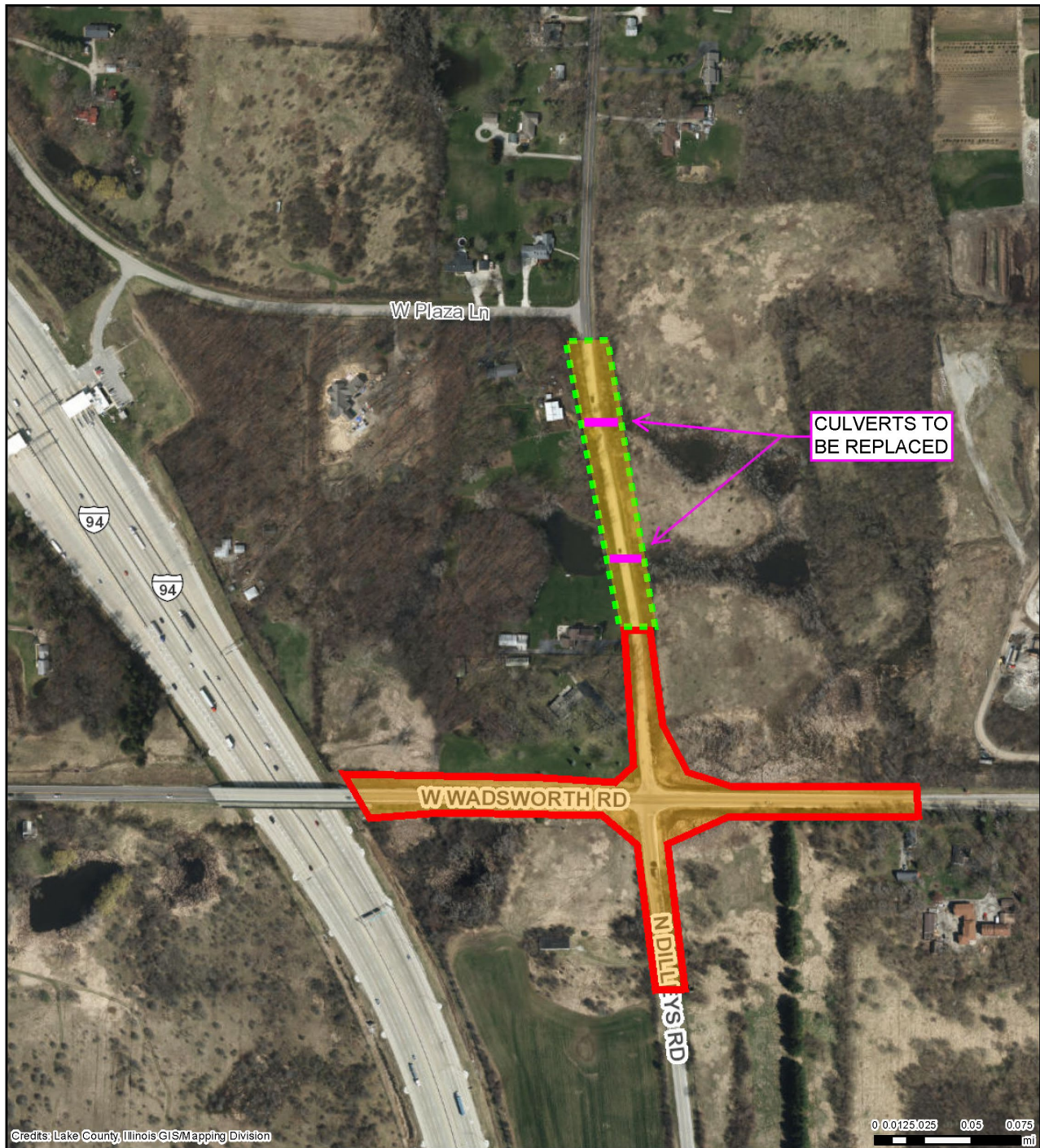
ATTEST:



County Clerk

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A
DEPICTION OF PROJECT LOCATION AND LIMITS



-  **INTERSECTION IMPROVEMENT LIMITS**
-  **TOWNSHIP RESURFACING LIMITS**

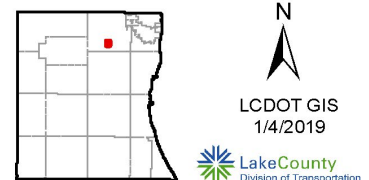


EXHIBIT B
County Section 17-00076-19-CH

Improvement	Total Cost	COUNTY Share	% Cost	ROAD DISTRICT Share	% Cost
Construction – Resurfacing and Culverts	\$89,000	\$0	0%	\$89,000	100%
Design Engineering*	\$6,250	\$0	0%	\$6,250	100%
Permit Fees**	\$5,000	\$0	0%	\$5,000	100%
Construction Engineering***	\$8,900	\$0	0%	\$8,900	100%
Total Costs	\$109,150	\$0		\$109,150	

Source: Engineer's Estimate of Probable Costs prepared by CBBEL & LCDOT, dated 1/4/20

*Design Engineering is calculated at 7% of construction costs.

**US Army Corps of Engineers wetland permit fee and wetland banking

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

EXHIBIT C
Maintenance Limits for Lake County and Newport Township

