



ORDINANCE NO. 1821-18

AN ORDINANCE AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HAWTHORN WOODS AND FREMONT TOWNSHIP FOR IMPROVEMENTS TO SCHWERMAN ROAD

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are hereby authorized and directed, to enter into an intergovernmental agreement with Fremont Township for Improvements to Schwerman Road, as attached hereto as Attachment "A", and, by this reference made a part hereof.

The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on February 26, 2018.

AYES: Kaiser, Kosik, Riess, Corrigan, David

NAYS: 0

ABSENT AND NOT VOTING: DiMaggio

APPROVED: Joseph Mancino
Joseph Mancino, Mayor

ATTEST: Donna Lobaito
Donna Lobaito, Village Clerk

ADOPTED: February 26, 2018

APPROVED: February 26, 2018

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HAWTHORN WOODS
AND FREMONT TOWNSHIP FOR IMPROVEMENTS TO SCHWERMAN ROAD**

This Agreement, dated this 29th day of May, 2018, is made by and between the Village of Hawthorn Woods, Illinois, hereinafter referred to as "Village" and Fremont Township, hereinafter referred to as "Township".

WHEREAS, the Village is a unit of local governmental located within Lake County, Illinois; and

WHEREAS, the Township is a body politic and corporate within Lake County, Illinois; and

WHEREAS, the Township and the Village desire to set forth herein the terms and conditions concerning the improvements to Schwerman Road; and

WHEREAS, the Village, with the concurrence and participation of the Township, has applied to secure approval for the use of Federal Surface Transportation Program funds (hereinafter "STP Funds") to perform Phase III engineering and make certain road improvements to Schwerman Road (the "Road Improvements") from Fairfield Road to Gilmer Road and is identified as TR 149 (Fairfield Road to Owens Road) and MUN 900 (Owens Road to Gilmer Road) and,

WHEREAS, the Village and Township anticipate the STP Funds will pay for eighty percent (80%) of the cost of the Improvements, not to exceed \$475,200, and this Agreement is contingent upon that level funding; and

WHEREAS, the parties agree that the Village shall be responsible for approximately two-thirds and the Township shall be responsible for approximately one-third of all costs relating to the Phase III engineering and construction costs for the Road Improvements (hereinafter collectively referred to as the "Improvement Costs"), to the extent that such Improvement Costs are not paid for by the (the "STP Funds"); and

WHEREAS, eligibility for STP Funds requires that a lead agency execute relevant documents; and

WHEREAS, the Village agrees to execute the Local Public Agency Agreements for Federal Participation with the State of Illinois acting by and through its Department of Transportation (hereinafter IDOT) and serve as the lead Local Public Agency for the construction engineering (Phase III) and for the construction of the Road Improvements, and cause said improvements to be constructed in accordance with approved plans, specifications and estimates (P,S&E), and the construction contract. The construction contract with the

improvements shall be awarded by IDOT and said improvements shall be known as IDOT Section 17-00018-00-RS.

WHEREAS, the Township agrees to cooperate fully with the Village in executing all documents relating to the requirements for use of said STP Funds; and

WHEREAS, the Village has obtained an engineering firm to perform the Phase II design engineering for this project; and

WHEREAS, the Township and the Village consider it to be in their mutual interest and in the interest of the public health, safety and welfare to enter into an Intergovernmental Cooperation agreement to establish and set forth the terms and conditions of the future existence, use and governance of the improvements to Schwerman Road; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government, including townships and municipalities, to cooperate with each other in order to accomplish common goals and objectives, and to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government, including townships and municipalities, to exercise jointly any powers, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, the Township and the Village have duly authorized their respective presiding officers to enter into and execute this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, the Township and the Village hereby agree as follows:

1. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. The Village agrees to serve as the Lead Local Public Agency for the Road Improvements and execute the Local Public Agency Agreements for Federal Participation with IDOT. In conjunction with its position as Lead Local Public Agency, the Village agrees to enter into necessary contracts for the Phase III engineering for all necessary inspection and documentation for the Road Improvements and to secure any and all permits and/or approvals that may be required for the Road Improvements, subject to reimbursement by the State of Illinois/IDOT of the State Share (80% of the Phase III engineering) and further subject to reimbursement by the Township of thirty-three percent (33%) of the 20% Local Share of Phase III engineering as hereinafter stipulated. Prior to executing any contract for the Phase III

engineering, or any amendments or change orders related thereto, the Village shall submit such contracts for timely review and approval by the Township.

3. The Village agrees to serve as the Lead Agency and enter into necessary contract for Phase II engineering for all necessary surveys, engineering plans, specifications, estimates, plats, legal descriptions and conveyance documents for the Road Improvements and to secure any and all permits and/or approvals that may be required for the Road Improvements and the Township agrees to reimburse the Village thirty-three percent (33%) of the cost of Phase II engineering.

3. As invoices are received by the Village for Phase II and Phase III engineering, the Village will forward copies of such invoices to the Township. Within thirty (30) days of receipt of such invoices, the Township shall remit to the Village an amount equal to thirty-three percent (33%) of each such invoice. In the event that such invoices exceed the contracted amount or the amounts agreed to in any amendments or change orders, the Village will object to or seek clarification relating to the pricing discrepancy, in consultation with the Township, prior to payment of such invoices. The Village shall timely submit all documents necessary to obtain reimbursement for the 80% State Share of the Phase III engineering costs, and shall within thirty days of receipt of such State Share reimbursement remit to the Township 33 percent (33%) of such State Share reimbursement payments which the Village receives.

4. It is understood that the State of Illinois, acting through IDOT, will be responsible for entering into construction contracts in accordance with the approved P,S & E for the construction of the Improvements, and for payment of all such costs of construction, subject to reimbursement by the Village of the 20% Local Share of construction costs. The Village shall cooperate with the Township to complete all paperwork necessary to recover the Local Share, including delivery to the Township copies of all invoices received by the Village from IDOT for the Village's 20% Local Share of the construction costs of the Improvements. Within thirty (30) days of receipt by the Township of such invoices, the Township shall remit to the Village an amount equal to approximately thirty-three percent (33%) of each such Local Share invoices and will be calculated on the actual costs to perform the work on the portion of Schwerman Road that is under the jurisdiction of the Township. The total federal share for both the Township and the Village will not exceed \$475,200.

5. Upon completion of the construction of the Road Improvements, the Village and the Township shall each continue to be responsible for the cost of maintenance and repairs to their respective portions of Schwerman Road.

6. Both parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village and of the Township are entering into this Agreement in their corporate capacities as member of such group and shall have no personal liability in their individual capacities.

7. Notice or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, address as follows:

If to the Village:
Chief Operating Officer
Pamela O. Newton
2 Lagoon Drive
Hawthorn Woods, IL 60047

If to the Township:
Highway Commissioner
William D. Grinnell
22376 W. Erhart Road
Mundelein, IL. 60060

or to such other address as any party may from time to time designate in written notice to the other party. Any notice sent by registered or certified mail shall be considered delivered to the other party on the third day after mailing provided there is proper written proof of the mailing.

8. This Agreement shall be in full force and effect from and after its execution by the Township and the Village and shall bind their respective successors and assigns. No amendment to this Agreement shall be effective without the written consent thereto of both the Township and the Village, as evidenced by their duly enacted resolutions or ordinances.

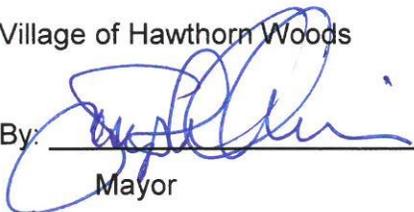
9. If any provision, clause, word, or designation of this Agreement is held to be invalid by any court or competent jurisdiction, such provision, clause, work, or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provisions, clause, word, or designation contained herein.

Signed:

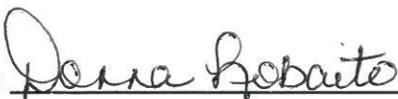
Fremont Township

By: 
Highway Commissioner

Village of Hawthorn Woods

By: 
Mayor

Attest:  4/27/18
Clerk

Attest: 
Village Clerk