



ORDINANCE NO. 2090-21

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HAWTHORN WOODS AND THE COUNTY OF LAKE FOR INTERSECTION IMPROVEMENTS AT GILMER ROAD (COUNTY HIGHWAY 26) AND MIDLOTHIAN ROAD (ILLINOIS ROUTE 63) INCLUDING NON-MOTORIZED IMPROVEMENTS

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor, and the same is hereby authorized and directed, to enter into an intergovernmental agreement with the County of Lake for Intersection Improvements at Gilmer Road (County Highway 26) and Midlothian Road (Illinois Route 63) including Non-Motorized Improvements, as attached hereto as Attachment "A", and, by this reference made a part hereof.

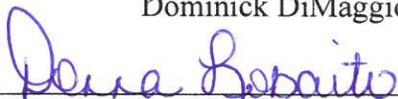
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on March 22, 2021.

AYES: Bosik, Riess, McCarthy, Ryceik

NAYS: 0

ABSENT AND NOT VOTING: Kaiser, David

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: March 22, 2021

APPROVED: March 23, 2021

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE VILLAGE OF HAWTHORN WOODS  
FOR INTERSECTION IMPROVEMENTS AT  
GILMER ROAD (COUNTY HIGHWAY 26) AND  
MIDLOTHIAN ROAD (ILLINOIS ROUTE 63)  
INCLUDING NON-MOTORIZED IMPROVEMENTS**

THIS AGREEMENT is entered into this 13<sup>th</sup> day of APRIL, A.D. 2021, 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 HAWTHORN WOODS, an Illinois Unit of Local Government, 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 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 Gilmer Road (COUNTY Highway 26) and Midlothian Road (Illinois Route 63). The improvements shall include, but not be limited to, the construction of an intersection improvement, multi-use path, sidewalk, and pavement resurfacing (hereinafter IMPROVEMENT), and shall be known as COUNTY Section 10-00079-16-CH. As of this writing, the anticipated letting date for the IMPROVEMENT is 9/14/2021; 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 Civiltech Engineering, Inc., (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated 3/10/2021 (Prefinal version); and,

**WHEREAS**, the COUNTY has jurisdictional and maintenance authority over Gilmer Road (COUNTY Highway 26), and the Illinois Department of Transportation (hereinafter IDOT), has jurisdictional authority over Midlothian Road (Illinois Route 63) and is responsible for the maintenance of the traffic signals at the intersection of Gilmer Road (COUNTY Highway 26) and Midlothian Road (Illinois Route 63); and,

**WHEREAS**, the VILLAGE is desirous that the COUNTY include, as part of the IMPROVEMENT, non-motorized accommodations including multi-use path, with concrete ramps and detectable warnings at intersections, on the west side of Gilmer Road from Midlothian Road to Cardinal Drive and along both the east and west side of Midlothian Road from Gilmer Road to the southern project limits (hereinafter MUP LOCATION 1) and on the west side of Gilmer Road from Cardinal Drive to Schwerman Road (hereinafter MUP LOCATION 2) as stipulated and

subject to the terms of THIS AGREEMENT and as generally depicted as MUP LOCATION 1 and MUP LOCATION 2 on Exhibit A; and,

**WHEREAS**, the VILLAGE's cost participation for MUP LOCATION 1 and MUP LOCATION 2 is estimated on 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 et seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; 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 10-00079-16-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, including MUP LOCATION 1 and MUP LOCATION 2, in accordance with Lake County Division of Transportation (hereinafter LCDOT) policies and standards, with reimbursement from the VILLAGE subject to the terms of this Agreement.
2. It is mutually agreed by and between the parties hereto that the limits of the IMPROVEMENT, inclusive of the MUP LOCATION 1 and MUP LOCATION 2, 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 Civiltech Engineering, Inc. with a submission date of 3/10/2021 (Prefinal version). Said PLANS, by reference herein, hereby become a part hereof.

4. The VILLAGE shall have the opportunity to review and approve the PLANS with respect to MUP LOCATION 1 and MUP LOCATION 2. Said review and approval of the PLANS by the VILLAGE 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, including MUP LOCATION 1, to be let and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is 9/14/2021. (The letting date is subject to change, without notice to the VILLAGE, and is dependent upon project readiness and the availability of project funding.)

It is further mutually agreed by and between the parties hereto that LCDOT shall include MUP LOCATION 2 in the above referenced letting as an additive alternate, and include MUP LOCATION 2 in the contract award provided the COUNTY receives written notification from the VILLAGE to have MUP LOCATION 2 constructed as part of the IMPROVEMENT. Provided however, the VILLAGE shall have no obligation to pay for any portion of MUP LOCATION 2 except the design engineering and right-of-way unless, in the VILLAGE's sole and absolute discretion the VILLAGE has agreed to said construction.

The VILLAGE agrees to notify the COUNTY, within 24 hours of receiving preliminary bid results, as to whether the VILLAGE, in the VILLAGE's sole and absolute discretion, agrees to have MUP LOCATION 2 constructed with the IMPROVEMENT. The COUNTY will make a good faith effort to provide the preliminary bid results to the VILLAGE by the close of business the day of the letting.

6. The COUNTY agrees to cause the IMPROVEMENT, including MUP LOCATION 1, and MUP LOCATION 2 subject to the aforementioned VILLAGE approval, to be constructed and to perform, or cause to be performed, the construction engineering supervision for the IMPROVEMENT, including MUP LOCATION 1, and MUP LOCATION 2 subject to the aforementioned VILLAGE approval, in accordance with LCDOT procedures and requirements, with reimbursement from the VILLAGE as hereinafter stipulated
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, including MUP LOCATION 1 and MUP LOCATION 2, 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.
8. The COUNTY agrees to record all rights-of-way that may be acquired in connection with the IMPROVEMENT.
9. 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 new pedestrian facilities within COUNTY improvement projects.

The VILLAGE agrees that the sharing of costs for the installation of MUP LOCATION 1 and MUP LOCATION 2 (if approved by the VILLAGE) shall be in accordance with the NON-MOTORIZED POLICY, as provided in Exhibit B, and as follows:

- a. The COUNTY shall pay for the design engineering and right-of-way costs for MUP LOCATION 1 and MUP LOCATION 2 with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the design engineering and right-of-way costs for MUP LOCATION 1 and MUP LOCATION 2.

The VILLAGE agrees to reimburse the COUNTY for the design engineering and right-of-way costs, as indicated above, regardless of whether MUP LOCATION 2 is included in the IMPROVEMENT.

- b. The COUNTY shall pay for construction and construction supervision for MUP LOCATION 1, and MUP LOCATION 2 subject to and only in the event of the aforementioned VILLAGE approval, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the construction and construction engineering costs for MUP LOCATION 1, and MUP LOCATION 2 subject to and only in the event of the aforementioned VILLAGE approval.

10. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for MUP LOCATION 1 constructed as part of the IMPROVEMENT is \$29,660, which the VILLAGE shall pay to the COUNTY in a lump sum amount over a three (3) year period.

The VILLAGE further agrees to pay the first lump sum amount, equal to one-third (33.33%) of its obligation for MUP LOCATION 1, upon award of the construction contract and within thirty (30) days of the receipt of an invoice from the COUNTY. At this time, the first payment is estimated to be due in 2021.

The VILLAGE further agrees to pay the second lump sum amount, equal to one-third (33.33%) of its obligation for MUP LOCATION 1, within thirty (30) days of the receipt of an invoice from the COUNTY and approximately twelve (12) months upon its receipt of the first invoice. At this time, the second payment is estimated to be due in 2022.

The VILLAGE further agrees to pay the remaining outstanding lump sum amount for MUP LOCATION 1, upon completion of the IMPROVEMENT and 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 MUP LOCATION 1. At this time, the third and final payment is estimated to be due in 2023.

11. The VILLAGE agrees that its total obligation under THIS AGREEMENT for MUP LOCATION 2 for design engineering and right-of-way only is \$12,601. Design

engineering and right-of-way for MUP LOCATION 2 will be paid in accordance with paragraph 10.

12. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for construction and construction engineering for MUP LOCATION 2, subject to the aforementioned VILLAGE approval, and constructed as part of the IMPROVEMENT is \$198,017, which the VILLAGE shall pay to the COUNTY in a lump sum amount over a three (3) year period.

The VILLAGE further agrees to pay the first lump sum amount, equal to one-third (33.33%) of its obligation for construction and construction engineering for MUP LOCATION 2, upon award of the construction contract and within thirty (30) days of the receipt of an invoice from the COUNTY. At this time, the first payment is estimated to be due in 2021.

The VILLAGE further agrees to pay the second lump sum amount, equal to one-third (33.33%) of its obligation for construction and construction engineering MUP LOCATION 2, within thirty (30) days of the receipt of an invoice from the COUNTY and approximately twelve (12) months upon its receipt of the first invoice. At this time, the second payment is estimated to be due in 2022.

The VILLAGE further agrees to pay the remaining outstanding lump sum amount for construction and construction engineering MUP LOCATION 2, upon completion of the IMPROVEMENT and 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 MUP LOCATION 2. At this time, the third and final payment is estimated to be due in 2023.

It is expressly understood and agreed that the VILLAGE shall have no such payment obligations set forth in this paragraph above if it has not approved construction of MUP LOCATION 2.

13. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue to have jurisdictional and maintenance responsibility over Gilmer Road (County Highway 26), IDOT shall continue to have jurisdictional and maintenance responsibility over Midlothian Road (Illinois Route 63) and the VILLAGE shall assume ownership and maintenance responsibility of MUP LOCATION 1 and MUP LOCATION 2 (if approved by the VILLAGE) constructed as a part of this IMPROVEMENT.
14. It is further mutually agreed by and between the parties hereto that the VILLAGE shall 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 July 1, 2022 to confirm its ownership and maintenance responsibilities for the portions of MUP LOCATION 1 and MUP LOCATION 2 (if approved by the VILLAGE) constructed as part of the IMPROVEMENT

within COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY.

15. If requested by IDOT or the COUNTY, the VILLAGE agrees to confirm its ownership and maintenance responsibilities in writing, for the portions of MUP LOCATION 1 and MUP LOCATION 2 (if approved by the VILLAGE) constructed as part of the IMPROVEMENT within the Midlothian Road (Illinois Route 63) right-of-way.

### **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 May 1, 2021, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to May 1, 2021. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to May 1, 2021, 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 VILLAGE:

Chief Operating Officer  
Village of Hawthorn Woods  
2 Lagoon Drive  
Hawthorn Woods, IL 60047

12. THIS AGREEMENT shall be terminable only by the mutual written agreement of the Parties.

**VILLAGE OF HAWTHORN WOODS**

ATTEST:

Dana Sabaito  
Village Clerk

By: [Signature]  
Mayor Dominick DiMaggio

Date: March 23, 2021

**RECOMMENDED FOR EXECUTION**

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

**COUNTY OF LAKE**

ATTEST:

[Signature]  
County Clerk

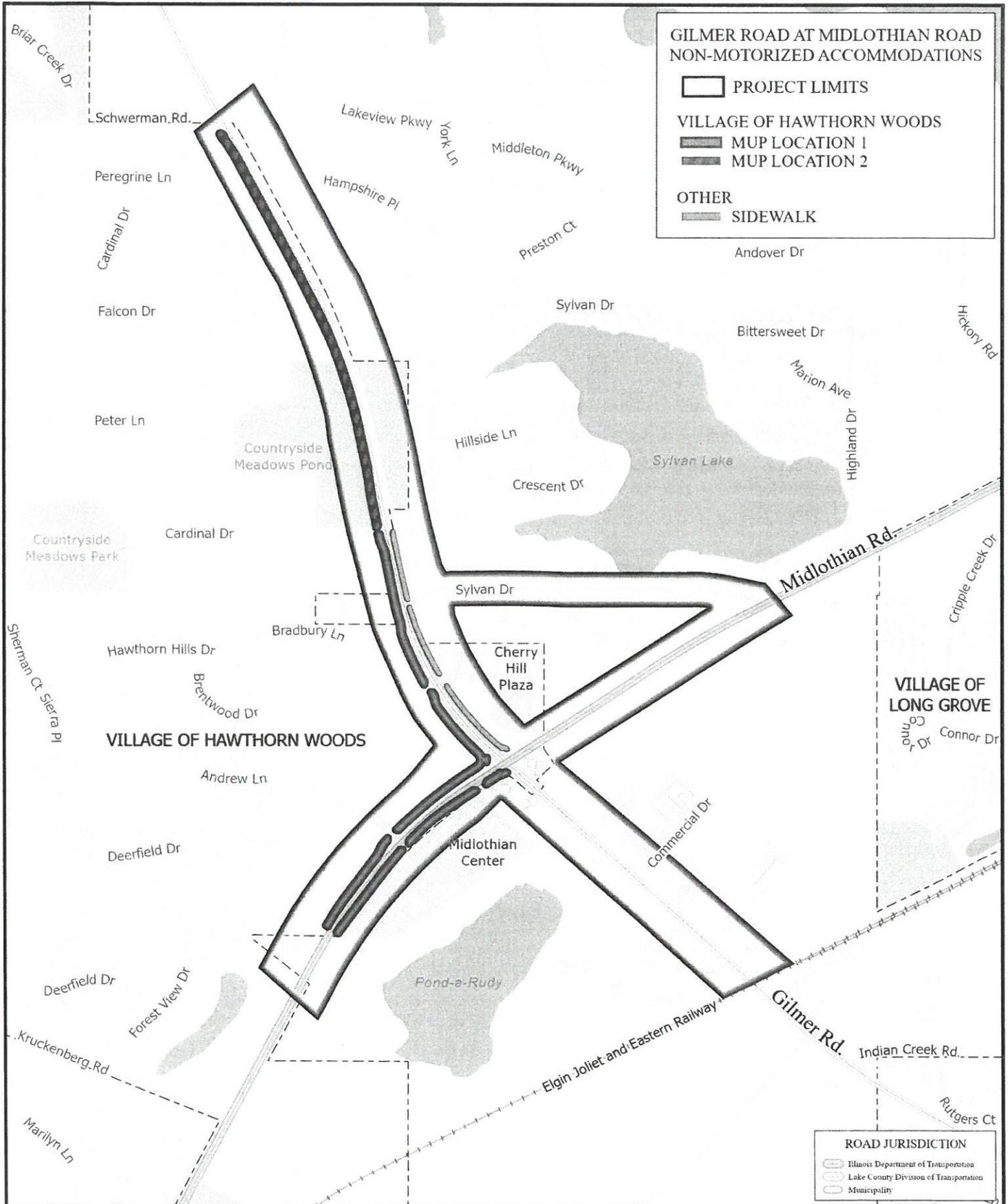
By: [Signature]  
Chair  
Lake County Board

Date: 4/14/21



# Exhibit A

## Village of Hawthorn Woods



**EXHIBIT B**  
**County Section 10-00079-16-CH**  
**MUP Location 1**

VILLAGE agrees to the below sharing of costs for MUP LOCATION 1 on the west side of Gilmer Road from Midlothian Road to Cardinal Drive and along both the east and west sides of Midlothian Road from Gilmer Road to the southern project limits

<b>Improvement</b>	<b>Total Cost</b>	<b>COUNTY Share</b>	<b>VILLAGE Share</b>
Construction (MUP LOCATION 1)	\$118,987	\$95,190	\$23,797
Design Engineering*	\$8,329	\$6,663	\$1,666
Construction Engineering**	\$11,899	\$9,519	\$2,380
Land Acquisition***	\$10,902	\$9,085	\$1,817
<b>Total Costs (MUP LOCATION 1)</b>	<b>\$150,117</b>	<b>\$120,457</b>	<b>\$29,660</b>

**County Section 10-00079-16-CH**  
**MUP Location 2**

In the event the VILLAGE approves MUP LOCATION 2, the VILLAGE agrees to the below sharing of costs for MUP LOCATION 2 on the west side of Gilmer Road from Cardinal Drive to Schwerman Road

<b>Improvement</b>	<b>Total Cost</b>	<b>COUNTY Share</b>	<b>VILLAGE Share</b>
Construction (MUP LOCATION 2)	\$900,077	\$720,062	\$180,015
Design Engineering*	\$63,005	\$50,404	\$12,601
Construction Engineering**	\$90,008	\$72,006	\$18,002
Land Acquisition***	\$0	\$0	\$0
<b>Total Costs (MUP LOCATION 2)</b>	<b>\$1,053,090</b>	<b>\$842,472</b>	<b>\$210,618</b>

Source: Engineer's Estimate of Probable Costs prepared by Civiltech & LCDOT, dated 3/10/2021

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

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

\*\*\*Land Acquisition includes Land Cost and Costs for Acquisition Services for parcels needed only for MUP LOCATION 1 and MUP LOCATION 2.