

IL Rte, 60 @ I-94 Interchange Improvement, Phase I Study:  
Local Funding Agreement

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF ILLINOIS )

County Administrator  
Transportation (2) cert.  
Central Services (2) cert.

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR JUNE, A.D. 2002 SESSION

JUNE 10, A.D. 2003

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial & Administrative Committee present herewith a resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement among the Village of Mettawa, the Village of Vernon Hills, the City of Lake Forest, and Lake County for the preliminary engineering cost relating to the widening of the IL Rte. 60 bridge over I-94. This resolution also appropriates \$50,000.00 of County Bridge Tax funds for these engineering services designated as Section 03-00269-00-ES.

We RECOMMEND adoption of this Resolution.

*Dianna O'Kelly*  
Chair

*Daryl S.*  
Vice Chair

*Ann B. Merio*  
*Michael S. Galbett*

Public Works and Transportation Committee

*[Signature]*  
Chair

*[Signature]*  
Vice-Chair

*Robert Salvaggio*  
*Carol Calabrese*  
*Dianna O'Kelly*

Financial and Administrative Committee

## RESOLUTION

**WHEREAS**, the Tri-State Tollway (*I-94*) provides safe and efficient movement of traffic, goods, and services in the northerly and the southerly direction through Lake County; and

**WHEREAS**, the interchange of IL Rte. 60 and the Tri-State Tollway is a full interchange providing access in all directions; and

**WHEREAS**, the land use along IL Rte. 60 in Lake Forest, Mettawa, and Vernon Hills has been converting to office use, with resulting traffic generation and attractions; and

**WHEREAS**, the above said interchange of IL Rte. 60 at I-94 is the site of much traffic congestion; and

**WHEREAS**, the Illinois Department of Transportation (*IDOT*) and the Illinois State Toll Highway Authority (*ISTHA*), in response to local requests, have completed a feasibility study and have identified possible improvements to the interchange of IL Rte. 60 and the Tri-State Tollway; and

**WHEREAS**, improvements to the interchange of IL Rte. 60 and the Tri-State Tollway would improve and enhance the safe and efficient movement of traffic and goods within Lake County; and

**WHEREAS**, neither IDOT, nor ISTHA have the improvement to the interchange in their current 5-Year Highway Improvement Programs; and

**WHEREAS**, the county and other parties have identified the improvement to the interchange as a high priority for the next Federal Surface Transportation Assistance Act; and

**WHEREAS**, a preliminary engineering study is now needed in order to make the proposed improvements eligible for federal aid; and

**WHEREAS**, the Illinois Department of Transportation will perform the necessary preliminary engineering study with cost participation by other agencies and entities; and

**WHEREAS**, the Conway Park businesses and property owners are agreeable to paying \$760,000.00 of the estimated \$900,000.00 necessary to perform said preliminary engineering study; and

**WHEREAS**, the Village of Mettawa, The Village of Vernon Hills, the City of Lake Forest, and Lake County are desirous of entering into an agreement for the balance of the above-said preliminary engineering study, said agreement setting forth the terms and obligations to each agency.

**NOW, THEREFORE BE IT RESOLVED**, that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County are authorized, and they are directed to execute an agreement pertaining to the financing to the above-named preliminary engineering study, providing in the opinion of the Public Works and Transportation Committee, if necessary, said agreement in its final form substantially conforms to the draft attached hereto. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

**BE IT FURTHER RESOLVED** that there is hereby appropriated \$50,000.00 of County Bridge Tax funds for the county's portion of the preliminary engineering study designated as Section 03-00269-00-ES

Dated at Waukegan, Illinois  
this 10<sup>th</sup> day of June 2003

**INTERGOVERNMENTAL AGREEMENT  
FOR PRELIMINARY ENGINEERING COSTS  
RELATING TO WIDENING OF THE ROUTE 60 BRIDGE OVER I-94**

**THIS AGREEMENT** ("Agreement") is dated as of the 1st day of May, 2003 ("Effective Date"), and is by and between the Village of Mettawa ("Mettawa"), the Village of Vernon Hills ("Vernon Hills"), the County of Lake ("Lake County"), and **THE CITY OF LAKE FOREST** ("Lake Forest"), (collectively, Mettawa, Vernon Hills, Lake County, and Lake Forest are referred to in this Agreement as the "Local Agencies").

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

**SECTION 1. RECITALS.**

A. The constitution of the State of Illinois of 1970 at Article VII, Section 10, and the Illinois Compiled Statutes at 5 ILCS 220/1 et seq., and at 65 ILCS 5/11-1-2.1, authorize intergovernmental cooperation and agreement between units of local government.

B. The Local Agencies have determined that the widening of the Route 60 Bridge over I-94 ("Bridge Improvements") is necessary to maintain the safety of the public.

C. The Illinois Department of Transportation has performed preliminary engineering work and calculated the preliminary engineering costs for the Bridge Improvements.

D. The Local Agencies have each agreed to pledge a portion of the cost of the engineering studies for the Bridge Improvements and determined it to be in the best interests of the Local Agencies to develop an agreement for sharing the cost of engineering studies for the Bridge Improvements.

**SECTION 2. COORDINATION OF ENGINEERING STUDIES.**

Lake Forest shall facilitate meetings as the lead with IDOT, the Illinois State Highway Toll Authority, and any other governmental authorities having jurisdiction over the Bridge Improvements in order to allow for input from the other Local Agencies on the design and construction of the Bridge Improvements. Lake Forest shall provide the other Local Agencies with all proposed design and construction timelines and engineering plans related to the Bridge Improvements, when received by Lake Forest.

**SECTION 3. COST-SHARING AGREEMENT.**

A. Total Cost. The parties acknowledge that the total cost of the engineering studies for the Bridge Improvements have been estimated by IDOT to be approximately \$900,000.00 ("Total Cost").

B. Local Agencies' Share. Each individual local agency's share and obligation shall be limited to the amount set forth herein. The Local Agencies agree to pay the following portions of the Total Cost of \$140,000:

<b>Mettawa</b>	<b>\$ 5,000.00</b>
<b>Vernon Hills</b>	<b>\$35,000.00</b>
<b>Lake County</b>	<b>\$50,000.00</b>
<b>Lake Forest</b>	<b>\$50,000.00</b>

C. Remaining Share. The remainder of the Total Share that is not allocated to the Local Agencies' Share ("Remaining Share") of approximately \$760,000 shall be paid by the business owners and other property owners within Conway Park and its surrounding area ("Remaining Share Parties"). The obligations of the Local Agencies pursuant to this Agreement shall be contingent upon receipt of the Remaining Share.

#### **SECTION 4. ADMINISTRATION OF FUNDS.**

A. Deposit: Upon request each of the Local Agencies shall deposit their respective Local Agencies' Share within 20 Days into an escrow account with Lake Forest ("Fund"), which Fund shall be administered by Lake Forest for purposes of paying for the engineering studies for the Bridge Improvements.

B. Reporting. Lake Forest shall (i) administer the Funds from the Local Agencies to pay the Local Agencies' Share of the engineering costs for the Bridge Improvements, (ii) provide the other Local Agencies with proposed design and construction timelines, (iii) provide reports to the Local Agencies as to the Fund activity, as reasonably requested by the Local Agencies, and (iv) upon request make available for review by the Local Agencies invoices for the engineering studies.

C. Reimbursement of Funds. In the event the City receives any additional private or federal or state or other grants or payments of any kind for the engineering studies, or if the cost of said studies is less than the estimated \$900,000, for the Bridge Improvements, the City shall proportionately reimburse the Local Agencies according to the ratio of the Local Agencies Share. In the event that the Local Agencies have provided their contribution to the City, and the engineering studies do not take place, the City shall immediately provide a refund to the Local Agencies.

#### **SECTION 5. LIABILITY AND INDEMNITY OF THE LOCAL AGENCIES.**

The Local Agencies acknowledges and agree that Lake Forest is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of Lake Forest's coordination of the engineering studies for the Bridge Improvements, administration of the Fund review, and approval of any plans for the Bridge Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development of the Bridge Improvements, and that Lake Forest's review and approval of those plans and the Bridge Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Local Agencies, or any of its heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.

#### **SECTION 6. TERM.**

This Agreement shall be in full force and effect from and after the date of its execution; provided, however, that this Agreement shall be of no force or effect unless and until the Local Agencies shall have first deposited with the City of Lake Forest their respective portions of the Local Agencies' Share into the Fund. This Agreement shall inure to the benefit of and be enforceable by the Local Agencies, and any of their respective legal representatives, heirs, successors, and assigns. This agreement shall no longer obligate the Local Agencies if Federal and State agencies abandoned the Bridge Improvements, or, if the Deposit referred to in Section 4.A is not requested by January 1, 2005.

#### **SECTION 7. GENERAL PROVISIONS.**

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by regular mail (iii) by overnight courier, (iv) by facsimile, or (v) by electronic internet mail ("e-mail").

Notices and communications to Lake Forest shall be addressed to, and delivered at, the following address:

Chris Martin  
Assistant City Manager  
220 East Deerpath Road  
Lake Forest, Illinois 60045  
Email: [martinc@cityoflakeforest.com](mailto:martinc@cityoflakeforest.com)  
Phone: 847-615-4281  
Fax: 847-615-4289

Notices and communications to Lake County shall be addressed to, and delivered at, the following address:

The County of Lake  
Dusty Powell  
Division of Transportation  
600 W. Winchester Road  
Libertyville, IL 60048

Notices and communications to Vernon Hills shall be addressed to, and delivered at, the following address:

Village of Vernon Hills  
Michael S. Allison  
Village Manager  
290 Evergreen Drive  
Vernon Hills, IL 60061

Notices and communications to Mettawa shall be addressed to, and delivered at, the following address:

Village of Mettawa  
Jack Tindall  
Trustee and Chief Administrative Officer  
27250 Meadowoods Lane  
Mettawa, IL 60048

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. Lake Forest is under no obligation to exercise any of the rights granted to it in this Agreement. The failure of Lake Forest to exercise at any time any right granted to Lake Forest shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect Lake Forest's right to enforce that right or any other right.

E. Consents. Except as may be expressly set forth otherwise, (1) whenever the consent or approval of any party to this Agreement is required in this Agreement, the consent or approval shall be in writing and shall not be unreasonably withheld or delayed and (2) the parties to this Agreement shall have an implied obligation of reasonableness in all matters.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable legal requirements.

K. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to Requirements of Law shall be deemed to include any modifications of, or amendments to, Requirements of Law that may occur in the future.

L. Authority to Execute. The Local Agencies hereby warrant and represent to each other that persons executing this Agreement on their behalf have been properly authorized to do so by the Local Agencies. The Local Agencies hereby warrant and represent to each other that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Local Agencies will (a) result in a breach or default under any agreement to which the Local Agencies are a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Local Agencies or the Property are subject.

M. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Local Agencies. No local agency shall be or may be made or construed as being in direct or indirect priority with any contractor providing services for which this Agreement is intended

ATTEST:

\_\_\_\_\_

THE CITY OF LAKE FOREST

*[Signature]*

By: Robert R. Kieck, JR  
Its City Manager

ATTEST:

\_\_\_\_\_

THE COUNTY OF LAKE

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

*Jeanne M. Schward*

VILLAGE OF VERNON HILLS

By: *Roger L. Bay*  
Its Village President

ATTEST:

\_\_\_\_\_

VILLAGE OF METTAWA

By: \_\_\_\_\_  
Its \_\_\_\_\_

COUNTY OF LAKE

BY: \_\_\_\_\_  
Suzi Schmidt, Chair  
Lake County Board

DATE: \_\_\_\_\_

RECOMMENDED FOR EXECUTION:

\_\_\_\_\_  
Martin G. Buehler, P.E.  
Director of Transportation/  
County Engineer