Agenda Item # 57

Village of Grayslake: Transportation Agreement

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D. 2004 SESSION

MARCH 08, A.D. 2005

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial and Administrative Committee present herewith a resolution providing for the execution of a Transportation agreement between the Village of Grayslake and Lake County to address various transportation matters of mutual concern for the Central Range Area of the Heartland Property of the Village of Grayslake.

We RECOMMEND adoption of this Resolution.

	Aye	Nay		Aye	Nay
Chair	✓		Chair	X	
Vice-Chair	✓		Vice-Chair		
	✓			O	
	✓			✓	
	✓				
	✓				
Public Works and Transportation Committee			Financial and Administrative Committee	X	

RESOLUTION

WHEREAS, the free flow of traffic at the intersections of: 1) Alleghany Road *(County Highway 39)* and Illinois Rte. 120; 2) Peterson Road *(County Highway 20)* and Alleghany Road; and 3) Peterson Road and Illinois Rte. 83; is beneficial to the safety and welfare of the Village of Grayslake and Lake County; and

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, the Village of Grayslake and Lake County are desirous of entering into a Transportation Agreement for improvements to the above-said roadway intersections and to address various transportation matters of mutual concern for the Central Range Area of the Heartland Property of the Village, a draft copy of said agreement attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the Chair of the County Board, the County Clerk and the County Engineer of Lake County, State of Illinois be authorized and they are hereby directed, to execute a Transportation Agreement providing in the opinion of the Public Works and Transportation Committee, if necessary, said Transportation agreement in its final form substantially conforms to the draft attached hereto. The County Engineer shall transmit in writing the final Transportation agreement to be executed by the Chair of the County Board and the County Clerk.

Dated at Waukegan, Illinois
this 08th day of March 2005

AGREEMENT FOR TRANSPORTATION IMPROVEMENTS BETWEEN THE VILLAGE OF GRAYSLAKE AND THE COUNTY OF LAKE

THIS AGREEMENT (the "***Agreement***") is made this ___ day of _____, 2005, by and between the VILLAGE OF GRAYSLAKE, an Illinois municipal corporation (the "***Village***") and the COUNTY OF LAKE (the "***County***") (the County and the Village are sometimes collectively referred to herein as the "***Parties***").

RECITALS

A. On this same date, the County and the Village have entered into an Intergovernmental Agreement between the Village of Grayslake and the County of Lake Regarding the Central Range Area of the Heartland Property" (the "***Intergovernmental Agreement***").

B. Pursuant to the Intergovernmental Agreement, the Village and the County agreed to enter this Agreement to address various transportation matters of mutual concerns, particularly in connection with the future development of the so-called Central Range area of the Heartland Property in accordance with the Intergovernmental Agreement. The Central Range area of the Heartland Property, as defined in that certain "Settlement Agreement and Release" dated 16 October 1986 among the County, the Village, and others (the "***Settlement Agreement***"), is depicted on the "Proposed Intersection Improvements Plan" attached as Exhibit A to this Agreement (the "***Intersection Plan***").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereby agree as follows:

Section 1. Recitals. The foregoing recitals are material to this Agreement and are incorporated herein as though fully set forth in this Section 1.

Section 2. County Roadway Improvements.

A. Village Obligations. . The Village agrees to assume full financial responsibility (except as provided in Subsection 2.C of this Agreement), and without reimbursement from the County for any associated costs, for the design and construction (including the acquisition, without cost to the County, of any required rights-of-way or easements by negotiation or eminent domain, in the name of either the County for the County highways, the State of Illinois for State roadways, and the Village for Village streets) of the following improvements to County and State roadways:

1. Improvements to the Alleghany Road/Illinois Route 120 Intersection, as generally depicted on the Intersection Plan, and as more specifically depicted on Exhibit B attached to this Agreement (the "Alleghany/Rt. 120 Improvement");

2. Improvements to the Peterson Road/Alleghany Road Intersection, as generally depicted on the Intersection Plan, and as more specifically depicted on Exhibit C attached to this Agreement (the "Peterson/Alleghany Improvement"); and

3. Improvements to the Peterson Road/Illinois Route 83 Intersection as generally depicted on the Intersection Plan, and as more specifically depicted on Exhibit C-1 attached to this Agreement (the "Peterson/Rt. 83 Improvement"), which improvements shall be designed and constructed after such time as at least two movements at the intersection are operating below a level of service "D" pursuant to the standards of the Illinois Department of Transportation ("IDOT").

B. Design and Construction Obligations. Unless otherwise mutually agreed by the parties, the Village shall undertake and complete the design, construction, and installation of: (i) the Alleghany/Rt. 120 Improvement not later than 31 December 2007; (ii) the Peterson/Alleghany Improvement not later than 31 December 2008; and (iii) the Peterson/Rt. 83 Improvement within 24 months after the parties mutually agree that the Peterson/Rt. 83 Improvements are required based upon the standards set forth in Section 2.A.3 of this Agreement or 31 December 2008, whichever is later. All such deadlines shall be subject to any force majeure events. The parties agree that, in the event of delays arising from the acquisition of rights-of-way or other necessary property

interests, the securing of required permits from other governmental agencies, or other matters not within the Village's reasonable control, the foregoing completion dates shall be subject to adjustments, but only as mutually agreed by the parties based on their good faith review of the circumstances surrounding such delays. In connection with the design, construction, and installation of the Alleghany/Rt. 120 Improvements, the Peterson/Alleghany Improvements, and the Peterson/Rt. 83 Improvements (collectively, the "***Intersection Improvements***") in accordance with all requirements of law and sound engineering practices, the County shall reasonably cooperate with the Village and shall not unreasonably withhold, delay, or condition any comment, information, approval, or other authorization needed or useful to the Village in order to allow the Village to:

1. Obtain all easements, rights-of-way, licenses, and other property rights (free of encumbrances or other restrictions) that are necessary or convenient to construct, install, operate, and maintain the Intersection Improvements, including the preparation of appropriate surveys, agreements, and other relevant documents. Such property rights shall include those rights necessary to establish and maintain any required storm water management facilities consistent with the ultimate improvement contemplated for any affected County highway; provided, however, that such rights shall be secured in connection with the Village's approval of developments adjacent to such affected County highways; provided further that, for any portion of the Intersection Improvements undertaken, the Village shall be required to obtain the rights-of-way, easements, or other property interests as may be necessary for such portion of the Intersection Improvement so undertaken and irrespective of the status of development approvals for the properties adjacent to such Intersection Improvements.

2. Secure all permits, approvals, and authorizations that may be necessary or appropriate to construct, install, and operate the Intersection Improvements. In furtherance of this subsection, the Village shall prepare studies and plans as may be required to secure such permits, approvals, or authorizations; and

3. Perform such other activities as the parties may agree upon that are necessary or convenient in connection with the design, construction, installation, and placing into service of the Intersection Improvements, including associated administrative activities.

Each element of the Intersection Improvements shall be designed and constructed in accordance with the applicable standards, specifications, and plans of the highway authority having jurisdiction over the roadway to be improved. To the extent that federal funding is obtained in connection with any element of the Intersection Improvements, all applicable federal, state, and county standards shall be satisfied in accordance with the terms of such funding. The parties acknowledge and agree that, consistent with the foregoing, the County Engineer shall review and approve all designs, plans, surveys, land conveyance documents, and other pertinent data relating to Intersection Improvements on County highways in accordance with generally applicable County standards and policies.

C. Alternative Funding Sources. The Village reserves the right to seek funds from parties other than the County to pay for the construction and installation of the Intersection Improvements. To the extent that the County is awarded any grants from any source (other than the County or a County-related funding source) for the express purpose of undertaking any of the Intersection Improvements, or portions thereof, such grants shall be applied to satisfying the Village's obligation to finance the construction and installation of the Intersection Improvements. In the event that a grant is awarded to the County for any portion of the Intersection Improvements, the Village shall nevertheless: (1) remain responsible for the design, engineering, and construction of such Intersection improvements; (2) be financially responsible for any local "matching" funds for such grant; and (3) approve and execute any agreement or other documentation that may be necessary in connection with securing or administering such grant. To the extent that the County notifies the Village of its intent to pursue a grant for any portion of the Intersection Improvements and the Village concurs with such effort in writing, the Village shall cooperate with and assist the County in securing such grant,

which cooperation shall include the payment or reimbursement of reasonable expenses that the County incurs in preparing any grant application.

Section 3. Access and Access Improvements.

A. Authorized Locations. The parties agree that access to and from the Central Range area shall be established in the locations generally depicted on the Intersection Plan and more particularly depicted on Exhibit D and described on Exhibit D-1 to this Agreement (the "***Central Range Access Points***"). The precise location of the Central Range Access Points shall be determined by the County Engineer and established at the time of platting of lots within the Central Range area, unless the parties agree to establish such locations sooner; provided that the location of permanent access points along Peterson Road shall be at such locations as previously approved by County Board Resolution dated December 12, 1989, which includes the adoption of the County's approved access plan in accordance with the Peterson Road Freeway Designation (the "***Peterson Road Freeway Designation***"). In addition, any adjustment of the location of any access points to and from the Central Range area on Alleghany Road shall be made in conformity with the County's "Highway Access Regulation Ordinance," as amended or any successor document or documents enacted in its stead (the "***Access Ordinance***"), and the installation, relocation, and removal of utilities and facilities within the affected rights-of-way of Alleghany Road or Peterson Road shall conform with the County's "Highway Utility and Facility Placement Ordinance," as amended or any successor document or documents enacted in its stead (the "***Utility Ordinance***").

B. Access Improvements. As part of the development approval and access permitting of lots, tracts, and developments within the Central Range area, the Village and the County shall require the owner or developer of any such lot, tract, or development to improve such the Central Range Access Points (including the

conveyance of required right-of-way) at least to the minimum geometric designs in accordance with Exhibits D and D-1 to this Agreement, the Access Ordinance, and the Utility Ordinance, and the Peterson Road Freeway Designation (the "***Central Range Access Improvements***"). Any traffic signals to be installed as part of the Central Range Access Improvements must satisfy the traffic signal warrants as set forth in the Illinois Manual for Uniform Traffic Control Devices for Streets and Highways, as amended or any successor document or documents enacted in its stead. The parties intend that the Central Range Access Improvements shall be part of the required improvements for the development of lots and tracts within the Central Range area, and that such improvements will be privately funded.

C. Rights-of-Way. To the extent that additional right-of-way is required in connection with any Central Range Access Improvements along County highways as reasonably determined by the County Engineer, the parties shall require the dedication of such rights-of-way as a condition of any plat or development approval. Such rights-of-way along Peterson and Alleghany Roads shall conform to accommodate the width of the ultimate improvements anticipated for such roads. In addition, rights-of-way shall in all cases be sufficient to accommodate all necessary storm water management facilities required in connection with the development of the Central Range Access Improvements and the ultimate improvements anticipated for Alleghany Road and Peterson Road. To the extent that elements of the Central Range Access Improvements require rights-of-way from parcels other than those under development (whether or not such parcels are in the Central Range area), the Village shall cause such right-of-way to be acquired, including (when determined to be necessary in the discretion of the Village Board of Trustees) through the use of eminent domain authority; provided, however, that acquisition of right-of-way for such Central Range Access Improvements may be staged

to accommodate the various development schedules for parcels having required roadway frontage, provided that the County Engineer approves such staging.

D. Condition Precedent to Access Permits. To the extent that the Intersection Improvements are not completed in accordance with Section 2.B of this Agreement, the County may, in accordance with the Access Ordinance, withhold access permits for parcels directly affected by incomplete elements of the Intersection Improvements. In addition, the Village shall require as a condition of any development approval for such parcels that elements of the Intersection Improvements related to such parcels be completed in accordance with this Agreement.

Section 4. Access Permits.

A. County Permitting Generally. Whenever an access permit is required from the County with respect to any lot, tract, or development within the Central Range area, the County agrees to issue such access permit in accordance with the Access Ordinance and Utility Ordinance, and provided that such access is sought at one of the Central Range Access Points and subject to installation and construction of the Central Range Access Improvements.

B. Interim Access Permits. The County agrees to issue temporary access permits in accordance with the Access Ordinance for lots, tracts, and developments within the Central Range area that are unable to access a County road at one of the designated Central Range Access Points at the time of application. Any such temporary access permit shall be issued only upon the condition that the interim access point will ultimately be eliminated and the designated Central Range Access Point intended to serve such lot, tract, or development will be established with the required Central Range Access Improvements at no cost to the County; the Village shall require a plan or other enforceable documentation to ensure such elimination of interim or temporary access points and related improvements, as well as the installation of the Central Range Access

Improvements at the Central Range Access Points. In addition, issuance of a temporary access permit may be subject to the installation of temporary or interim improvements, which improvements shall be designed and constructed in accordance with the Access Ordinance. The County's issuance of any such temporary access permit may be subject to such assurances from the Village (including amending or adopting codes or ordinances) as the County may reasonably request to ensure the satisfaction of the conditions described in the preceding sentences.

C. State Highway Access Permits. The parties acknowledge and agree that the required access improvements on Illinois Route 83 shall be determined by IDOT.

Section 5. Additional Roadway Considerations.

A. Future Roadway Planning. The parties agree that, in approving any development plans within the Central Range area or the Village of Grayslake Sewer Service Area (as defined in the Restated and Amended Agreement for Sewage Disposal between the County and the Village dated _____), the Village shall preserve the rights-of-way required for the contemplated Illinois Route 120 By-Pass and for the extension of Midlothian Road (County Highway 48) as recorded in the Lake County Recorder's Office as Document No. 3038750.

B. Rights-of-Way Conveyances. With respect to rights-of-way to be acquired for County highway improvements pursuant to Sections 2 or 3 of this Agreement from parcels within the Village's Central Range area, such rights-of-way shall be: (1) obtained in the name of the name of the County; (2) in permanent right-of-way, unless the County Engineer approves the acquisition as an easement (either permanent or temporary); (3) free of any and all encumbrances or liens that may impose a payment obligation upon the County, result in extraordinary costs to the County, or result in a diminished use of the area by the County; (4) pursuant to representations that the grantor is unaware of any environmental contaminants on or affecting such right-of-way; (5) free of wetlands or

floodplain areas unless mitigated by the Village; and (6) conveyed pursuant to documentation customarily accepted by, and subject to the approval of, the County Engineer. Such rights-of-way shall be sized in a manner to accommodate storm water management facilities and reasonable conveyance routes required in connection with the ultimate right-of-way improvements. Any rights-of-way outside the Village's Central Range area shall be acquired in general conformity with the foregoing standards. Rights-of-way required for highways under the jurisdiction of IDOT shall be conveyed to IDOT as part of any development approval process.

C. Traffic Signal Agreement. Whenever applicable based on generally applicable County standards and policies, the parties shall enter into a standard County traffic signal agreement as may be in effect at such time relating to the installation, maintenance, energy, interconnection, and other future costs relating to such traffic signal or signals. Where appropriate, traffic signal installations shall include an emergency vehicle pre-emption system (if required by the Village) and a fiber optic interconnection to existing or anticipated traffic signal locations as reasonably determined by the County Engineer.

Section 6. General Provisions.

A. Exhibits. Exhibits A through D-1 attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement.

B. Entire Agreement. There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which either of the parties is relying in entering into this Agreement. Nothing in this Agreement is intended to modify or abrogate the terms or provisions of the Settlement Agreement.

C. Amendments. Except as expressly provided otherwise in this Agreement, this Agreement shall not be modified, changed, altered, amended, or terminated without

the written and duly authorized consent of the County and the Village.

D. Waivers. No term or condition of this Agreement shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provisions of this Agreement.

E. Successors; Assignment. The parties shall not assign this Agreement in whole or in part, or any of their rights or obligations under this Agreement, without the prior express written consent of the other party.

F. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the County:

County of Lake
18 North County Street
Waukegan, Illinois 60065
Attn: County Administrator

and

Lake County Division of Transportation
600 Winchester Road
Libertyville, Illinois 60046
Attn: County Engineer

For notices and communications to the Village:

Village of Grayslake
Attn: Village Manager
10 S. Seymour Street
Grayslake, Illinois 60030

By notice complying with the foregoing requirements of this Section 5.F, each party shall have the right to change the addressees or addresses or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their duly authorized corporate officers and have caused their corporate seals to be hereunto affixed all as of the day and year first above written.

VILLAGE:	COUNTY:
Village of Grayslake	The County of Lake
By:_____ Its Village President	By:_____ Chairman, Lake County Board
Attest:_____ Village Clerk	Attest:_____ County Clerk

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EXHIBIT A

Proposed Intersection Improvement Plan

EXHIBIT B

Alleghany/Rt. 120 Improvement

EXHIBIT C

Peterson/Alleghany Improvement

EXHIBIT C-1

Peterson/Rt. 83 Improvement

EXHIBIT D

Depiction of Central Range Access Points and Improvements

EXHIBIT D-1

Description of Central Range Access Points and Improvements

EXHIBIT D1

As indicated in Exhibit D, the Central Range access points are described as follows:

> Alleghany Road access points are located approximately 4750' and 7400' south of the Route 120 centerline along Alleghany Road at a R.O.W. width to be determined by the County Engineer. The Peterson Road access point shall be approximately 1200' west of the Route 83 centerline along Peterson Road at a R.O.W. width to be determined by the County Engineer. The Peterson Road access point shall be in conformity with the County's approved access plan in accordance with the Peterson Road Freeway Designation.