

Deerfield Parkway (IL Rte. 83 to Weiland Road), Road Widening: Village of Buffalo Grove Agreement

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

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

Agenda Item # 45

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR JUNE, A.D. 2005 SESSION
JULY 12, 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 authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement between Lake County and the Village of Buffalo Grove for the widening and resurfacing of Deerfield Parkway (County Highway 11) from IL Rte. 83 to Weiland Road (County Highway 73); and including modernization to the traffic control signals at Deerfield Parkway and Buffalo Grove Road (County Highway 16); the installation of traffic control signals at the intersection of Deerfield Parkway and Highland Grove Drive; and the intersection of Deerfield Parkway and Fire Station # 26; and designated as Section 03-00248-01-WR. This resolution also appropriates \$950,000.00 of County Bridge Tax funds and \$950,000.00 of Matching Tax funds for this improvement.

WE RECOMMEND adoption of this Resolution.

Aye Nay

Aye Nay

Deanna O'Kelly ✓ ___
Chair
[Signature] ✓ ___
Vice-Chair

[Signature] x ___
Chair
[Signature] ✓ ___
Vice-Chair

Sandy Cole ✓ ___

[Signature] ✓ ___

[Signature] ✓ ___

[Signature] ✓ ___

[Signature] ✓ ___

[Signature] ✓ ___

[Signature] ✓ ___

[Signature] ○ ___

[Signature] ✓
Public Works and Transportation Committee

[Signature]
Financial and Administrative Committee

RESOLUTION

WHEREAS, Deerfield Parkway (*County Highway 11*) from IL Rte. 83 to IL Rte. 21 is a designated route on the county highway system; and

WHEREAS, this County Board of Lake County, Illinois, by prior resolution at its meeting of June 13, 1995, authorized the execution of a Transportation Agreement between Lake County and the Village of Buffalo Grove providing for future improvements to said Deerfield Parkway, Buffalo Grove Road (*County Highway 16*), Weiland Road (*County Highway 73*), and Prairie Road (*County Highway 59*); and

WHEREAS, Lake County and the Village of Buffalo Grove believe it would be beneficial to the safety and welfare of the motoring public to proceed with the widening and resurfacing of Deerfield Parkway from IL Rte. 83 to Weiland Road; and including the modernization of the traffic control signals at the intersections of Deerfield Parkway and Buffalo Grove Road; the installation of traffic control signals at the intersection of Deerfield Parkway and Highland Grove Drive; and the intersection of Deerfield Parkway and Fire Station # 26; and

WHEREAS, said improvements to Deerfield Parkway will be beneficial to the safety and welfare of Lake County and the Village of Buffalo Grove and be permanent in nature; and

WHEREAS, Lake County and the Village of Buffalo Grove are desirous of entering into an agreement for the above-said improvements, a draft copy of which is attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the Chair of the Lake County Board, the County Clerk, and the County Engineer of Lake County be authorized, and they are hereby directed to execute an agreement pertaining to the financing of the above-named improvement, 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 \$950,000.00 of County Bridge Tax funds and \$950,000.00 of Matching Tax funds for this improvement designated as Section 03-00248-01-WR.

Dated at Waukegan, Illinois
this 12th day of July 2005

| | | |
|--|--|-------------------------------------|
| Local Agency: Village of Buffalo Grove | County of Lake, Illinois Intergovernmental agreement for County Participation | STATE Construction Contract |
| | | LA Section Number 03-00088-00-FP |

This Agreement is made and entered into 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 above named Local Agency, an Illinois Municipal Corporation or Political Subdivision organized and existing under the laws of the State of Illinois, acting by and through its Corporate Authorities, hereinafter referred to as the LA.

Project Location

County Highway(s) Deerfield Parkway (County Highway 11)
 Project Limits: IL Route 83 to Weiland Road (County Highway 73)

Project Description

The widening of Deerfield Parkway to provide two through lanes in each direction with a landscaped barrier median and modifications to the traffic signals at the intersection of Deerfield Parkway and Buffalo Grove Road; the installation of traffic signals and the addition of a single left turn lane in each direction at the intersection of Deerfield Parkway and Highland Grove Drive; the installation of traffic signals at the intersection of Deerfield Parkway and the west access to Fire Station No. 26; and performing all work necessary to complete the improvement in accordance with the approved plans, estimates and specifications. Said approved plans, estimates and specifications by reference herein are hereby made a part hereof.

Division of Cost

| Type of Work | COUNTY* | % | LA** | % | Total |
|---|---------------------|---|-------------|-----|---------------------|
| Participating Roadway Work on Deerfield Parkway | \$ 1,720,888 | | | | \$ 1,720,888 |
| Traffic Signals Maintenance and Future Costs | See Addendum 1 | | | | |
| Right-of-way | | | | 100 | \$ - |
| Municipal Facilities | | | | 100 | \$ - |
| Design Engineering | | | | 100 | \$ - |
| Construction Engineering | | | | 100 | \$ - |
| Totals | \$ 1,720,888 | | \$ - | | \$ 1,720,888 |

*The COUNTY's obligation shall not exceed \$1,870,000 for participating roadway work on Deerfield Parkway.

**The LA shall be solely responsible for the local match associated with all non-roadway work, the traffic signals at Fire Station No. 26 and any work on Highland Grove Drive.

Agreement Provisions

Section A.

THE LOCAL AGENCY AGREES:

- To prepare, or cause to be prepared, all necessary surveys, the engineering plans, secure any and all permits and/or approvals that may be required, specifications and estimates, construction contract letting and land acquisition documents as required as determined by the fund source and/or scope of the project, as prescribed by the Illinois Department of Transportation and in accordance with procedures approved and/or required by the Federal Highway Administration, hereinafter FHWA, provide construction engineering supervision and construct the project in accordance with the approved plans, specifications and estimates.

- 2 To enter into a joint agreement with the State to improve the heretofore designated location in the manner described. The improvement shall be constructed in accordance with plans approved by the State and the State's policies and procedures approved and/or required by the FHWA.
- 3 To have any of its municipal facilities that are determined to be in conflict with the project removed and/or abandoned and relocated or reconstructed in accordance with the provisions of the LAKE COUNTY HIGHWAY UTILITY AND FACILITY PLACEMENT ORDINANCE, as amended, hereinafter referred to as the UTILITY/FACILITY ORDINANCE, in order to implement said project.
- 4 To acquire, if applicable, or cause to be acquired, in its name, or in the name of the COUNTY, if on the COUNTY highway system, free of any liens and encumbrances, any and all rights-of-way and/or easements, both temporary and permanent, that may be necessary to construct the project. Said acquisition shall include any areas that may be needed for storm water detention/retention as required for the Improvement. The LA further agrees to follow, adhere to and comply with any and all applicable federal and state mandated procedures and requirements for the acquisition of any temporary or permanent rights-of-way and easements that are necessary for said project.
- 5 That by executing This Agreement, the LA concurs in the award of the construction contract in accordance with the standard policies and procedures as adopted and used by the State.
- 6 To follow, adhere to, and comply with the LAKE COUNTY HIGHWAY ACCESS REGULATION ORDINANCE, and the UTILITY/FACILITY ORDINANCE; apply for and secure all necessary permits, as may be required as determined by the scope of the project; and comply with any and all conditions and requirements of said permit(s). Said Ordinances and said permit(s) by reference herein are hereby made a part hereof.
- 7 To maintain, or cause to be maintained, at no cost to the COUNTY, all municipal facilities, as defined in the UTILITY/FACILITY ORDINANCE, located within the right(s)-of-way of the COUNTY highway(s) subject to This Agreement.

Section B.

THE COUNTY AGREES:

- 1 That after January 1, 2007, or sooner at the discretion of the COUNTY's County Engineer, the COUNTY will pay to the LA within thirty (30) days of the receipt of an invoice from the LA, in a lump sum based on awarded contract unit prices, an amount equal to ninety-five percent (95%) of its estimated obligation in accordance with the Division of Cost contained herein, and to pay to the LA within thirty (30) days of the receipt of an invoice, in a lump sum, the remainder of the COUNTY's obligation upon completion of the project based upon final costs for actual work performed.
- 2 To assume the full and complete maintenance responsibilities of Deefield Parkway upon the completion and acceptance by the COUNTY's County Engineer of all the improvements contemplated herein.
- 3 To maintain, or cause to be maintained, the traffic control signal devices, street lights and emergency vehicle pre-emption systems, hereinafter referred to as the TRAFFIC SIGNALS, located at the intersections listed in Addendum 1 of This Agreement and in accordance with provisions of said Addendum 1.
- 4 That in the event that General Assembly fails to appropriate sufficient funds for the federal STP Program and the LA decides to proceed with the improvements contemplated herein without the use of said federal STP Program funds, the COUNTY's obligation shall not exceed \$1,870,000.00.

Section C.

IT IS MUTUALLY AGREED:

- 1 That the LA shall reimburse the COUNTY for one hundred percent (100%) of its obligation incurred under This Agreement for the maintenance and repair of the TRAFFIC SIGNALS, located at the intersections listed in Addendum 1 of This Agreement. The LA further agrees that the amount of said reimbursement to the COUNTY for the cost of maintaining said TRAFFIC SIGNALS shall include the costs of the communications services associated with said TRAFFIC SIGNALS.
- 2 That from time to time said TRAFFIC SIGNALS subject to This Agreement, may require modernization, improvement, revision, replacement, major repairs, upgrading, and/or interconnection with adjoining traffic control signals, hereinafter referred to as FUTURE WORK. When such FUTURE WORK is identified and incorporated into the COUNTY's Annual Proposed 5-Year Highway Improvement Program, hereinafter referred to as the 5-YEAR PROGRAM, the COUNTY shall notify the LA of such intent by providing the LA on an annual basis with a copy of said 5-YEAR PROGRAM, or such other notice as provided by the COUNTY's County Engineer, so that any costs, hereinafter referred to as FUTURE COSTS, associated with said FUTURE WORK may further be incorporated into the LA's Capital Improvement Program at the earliest date. The LA agrees to reimburse the COUNTY for said FUTURE COSTS associated with said FUTURE WORK in accordance with the percentages contained in said Addendum 1. FUTURE COSTS for said FUTURE WORK shall be based on the then existing current COUNTY standards, specifications, and requirements as determined by the COUNTY's County Engineer at such time as said FUTURE WORK is undertaken.
- 3 That upon satisfactory completion of the project, the TRAFFIC SIGNALS at the intersections on Deerfield Parkway at Buffalo Grove Road, at Highland Grove Drive and at Fire Station Number 26 shall become the sole and exclusive property of the COUNTY.
- 4 That the COUNTY's electrical maintenance contractor, as well as any maintenance prices may change at any time without prior notice to the LA. The LA further agrees that by executing This Agreement, the LA concurs in the in the award of the electrical maintenance contract by the COUNTY in accordance with the standard policies and procedures as adopted and used by the COUNTY.
- 5 That the LA shall pay one hundred percent (100%) of all energy costs required for the operation of the TRAFFIC SIGNALS. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said TRAFFIC SIGNALS.
- 6 That any payments to the COUNTY in accordance with the provisions of This Agreement shall be made in a lump sum amount for the full amount of any invoice billings within thirty (30) days of the receipt of invoice billings from the COUNTY.
- 7 That the COUNTY shall have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of the TRAFFIC SIGNALS.
- 8 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, manage, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined as provided by law.

- 9 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, officers, 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.
- 10 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 provisions 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.
- 11 This Agreement shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute This Agreement affix their signatures.
- 12 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.
- 13 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.
- 14 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. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by This Agreement.
- 15 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.
- 16 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither 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 other party hereto.
- 17 This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute This Agreement.
- 18 This Agreement shall be considered null and void in the event that the construction contract covering the improvements contemplated herein are not awarded within five (5) years of the effective date of This Agreement.
- 19 This Agreement shall remain in full force and effect for such a period of time as any of the TRAFFIC SIGNALS listed in Addendum 1 of This Agreement remain in place, in use and in operation.

Addenda

Additional information and/or stipulations are hereby attached and identified below as being a part of This Agreement.
Addendum 1 – Traffic Signal Maintenance, Communications and Future Work Cost-Sharing Responsibilities

(Insert addendum numbers and titles as applicable)

IN WITNESS WHEREOF, the Parties hereto have caused This Agreement to be executed by their duly authorized officers as of the dates below indicated.

Local Agency

County of Lake

By: _____

By: _____

Chair, Lake County Board

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Clerk, Lake County

Title: _____

Recommended for Execution

County Engineer/ Director of Transportation

