

Hutchins Road (Mill Creek Bridge to Stearns School Road), Old Mill Creek: Jurisdictional Transfer

Agenda Item # 16

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

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR JUNE, A.D., 2006 SESSION
JULY 11, A.D. 2006

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 execution of the final Local Agency Agreement for Jurisdictional Transfer of Hutchins Road from the southerly municipal limits of Old Mill Creek, northerly to Stearns School Road, a distance of approximately 1,422 feet from the Village of Old Mill Creek to Lake County.

We RECOMMEND adoption of this Ordinance and Resolution.

Respectfully submitted,

	Aye	Nay		Aye	Nay
<u>Deann O'Kelly</u>	✓		<u>[Signature]</u>	x	
Chair			Chair		
<u>[Signature]</u>	✓		<u>[Signature]</u>	✓	
Vice-Chair			Vice-Chair		
<u>Donna The Cat</u>	✓		<u>[Signature]</u>	✓	
<u>Sandy Cole</u>	✓		<u>Robert Selvon</u>		
<u>[Signature]</u>	✓		<u>[Signature]</u>	✓	
<u>[Signature]</u>	✓		<u>[Signature]</u>	✓	
			<u>[Signature]</u>	x	
Public Works and Transportation Committee			Financial and Administrative Committee		

RESOLUTION

WHEREAS, Hutchins Road, north of Stearns School Road and Stearns School Road (*County Highway 74*) are designated routes on the County Highway System; and

WHEREAS, this County Board of Lake County, Illinois, by prior resolution at its meeting of May 9, 2006 added Hutchins Road from IL Rte. 132 to Stearns School Road as a designated highway to the county highway system; and

WHEREAS, the Village of Old Mill Creek and Lake County are desirous of entering into an agreement for the jurisdictional transfer from Old Mill Creek to Lake County of that section of Hutchins Road from the southerly municipal limits of Old Mill Creek northerly to Stearns School Road, a distance of approximately 1,422 feet; and

WHEREAS, a draft copy of said agreement between the Village of Old Mill Creek and the County is attached hereto entitled as Local Agency Agreement for Jurisdictional Transfer.

NOW, THEREFORE BE IT RESOLVED, by this County Board of Lake County that the County Engineer of Lake County is authorized and is hereby directed to negotiate and prepare the final Local Agency Agreement for Jurisdictional Transfer for the jurisdictional transfer from Old Mill Creek to Lake County for that piece of Hutchins Road from the southerly municipal limits of Old Mill Creek northerly to Stearns School Road.

BE IT RESOLVED that the County Clerk and the Chair of the Lake County Board be authorized and they are hereby directed to execute the final Local Agency for Jurisdictional Transfer. The County Engineer shall transmit in writing the final Local Agency Agreement for Jurisdictional Transfer to be executed by the Chair of the Lake County Board and the County Clerk.

BE IT RESOLVED that a copy of this Local Agency Agreement for Jurisdictional Transfer Agreement, when executed in its final form, be submitted to Illinois Department of Transportation for their approval and final processing.

Dated at Waukegan, Illinois
this 11^h day of July 2006



Local Agency No. 1 (Conveyor)		Local Agency No. 2 (Recipient)	
Municipality:	Old Mill Creek	Municipality:	N/A
Township/Road District:	N/A	Township/Road District:	N/A
County:	N/A	County:	Lake County

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Hutchins Road Route C.H. 81 Length _____ KM (0.269 miles)
 Termini NORTH TERMINUS: Stearns School Road
SOUTH TERMINUS: Municipal limits of Old Mill Creek (1.382 ft. S. of centerline of Stearns School Rd. (approx. 1.422 ft.)

This transfer does does not include Structure No. N/A

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: IDOT approval

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Addendum #1, Addendum #2 and Addendum #3
 (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Tempel Smith Jr.

Name Suzi Schmidt

Title Mayor, Village of Old Mill Creek
 Chairman County Board/Mayor/Village President/etc.

Title Chair, Lake County Board
 Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature _____

APPROVED

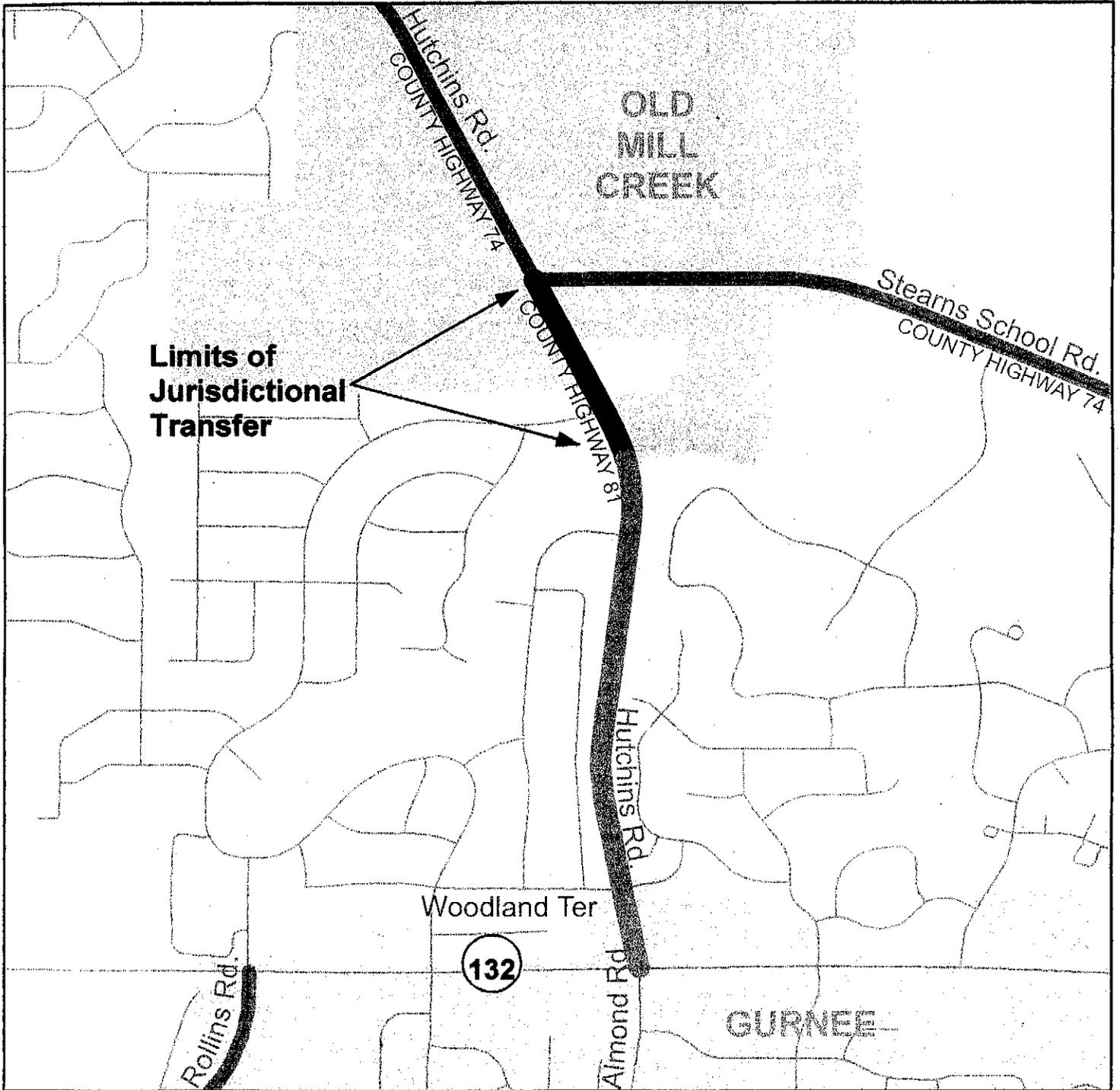
STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION By: _____

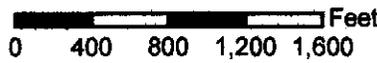
Director of Highways

Date _____

Addendum #1



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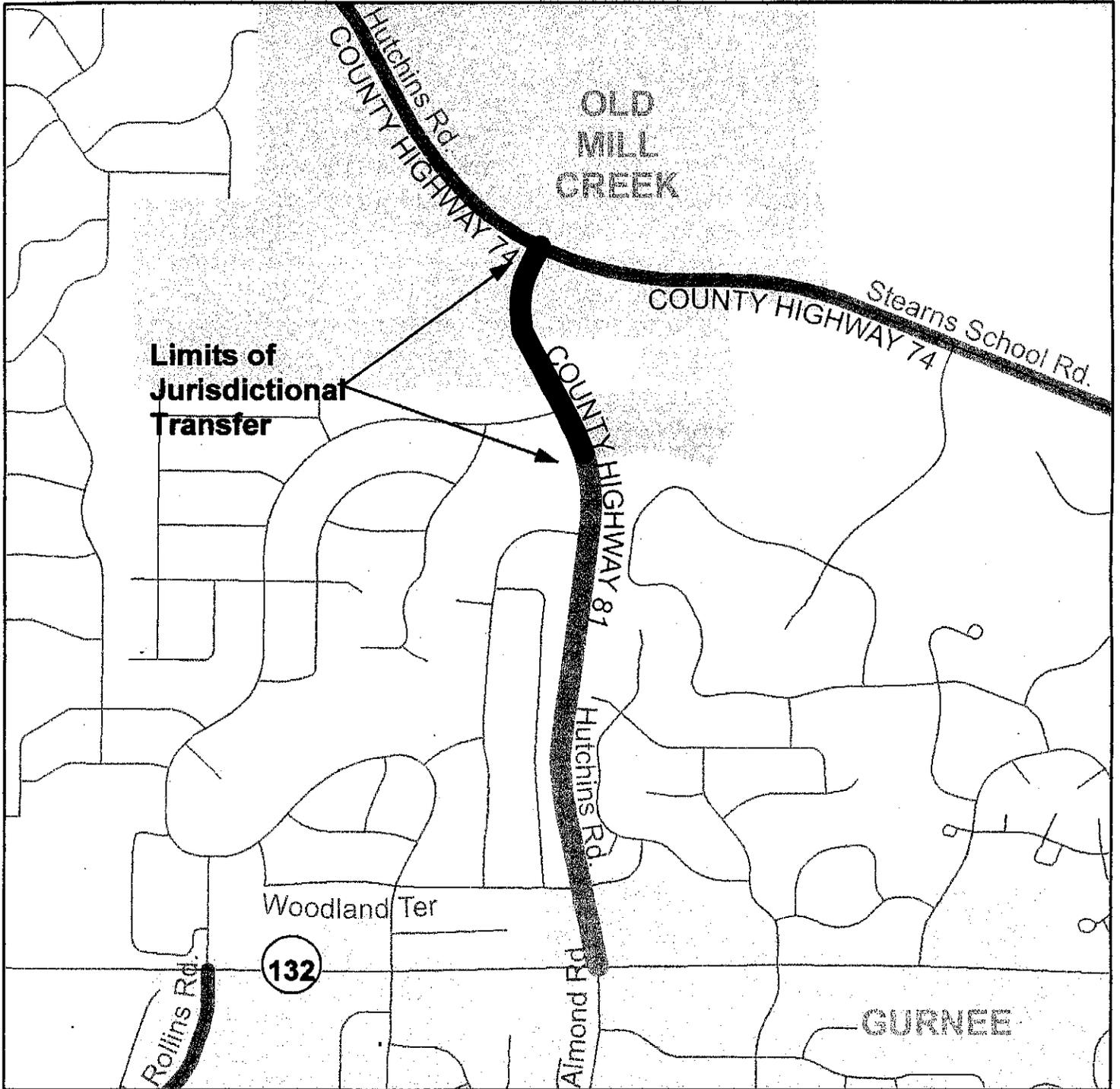
Hutchins Road Jurisdictions

-  Village of Gurnee
-  Village of Old Mill Creek
-  Warren Township Highway Dept.
-  County Highway

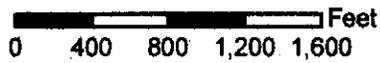


Lake County
Division of Transportation

Addendum #2



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Hutchins Road Jurisdictions

-  Village of Gurnee
-  Village of Old Mill Creek
-  Warren Township Highway Dept.
-  County Highway



Lake County
Division of Transportation

Addendum #3

**AGREEMENT
BETWEEN THE COUNTY OF LAKE AND
THE VILLAGE OF OLD MILL CREEK
FOR THE JURISDICTIONAL TRANSFER OF
HUTCHINS ROAD (COUNTY HIGHWAY 74),
FROM STEARNS SCHOOL ROAD
TO THE MUNICIPAL LIMITS OF
THE VILLAGE OF OLD MILL CREEK
(APPROXIMATELY 1,422 FEET)**

THIS AGREEMENT entered into this ____ day of _____, A.D. 20____, 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 OLD MILL CREEK, acting by and through its Mayor and Village Board, hereinafter referred to as the VILLAGE.

WITNESSETH

WHEREAS, Hutchins Road (County Highway 74), from U.S. Highway 45 to Stearns School Road, is currently a County Highway; and,

WHEREAS, existing Hutchins Road, from the existing intersection of Stearns School Road and Hutchins Road, south to the municipal limits of the VILLAGE generally depicted in Addendum #1, is a municipal street; and,

WHEREAS, the COUNTY, in order to ensure the safety, welfare and convenience of the motoring public, has begun the construction of a roadway improvement project at the intersection of Hutchins Road and Stearns School Road (County Highway 74), involving the realignment and signalization of said intersection, as generally depicted in Addendum #2, denoted as County Section 00-00234-01-CH and hereinafter referred to as the IMPROVEMENT; and,

WHEREAS, the IMPROVEMENT being undertaken by the COUNTY will cause a portion of the existing municipal street to be abandoned, and traffic will use the re-aligned new section of Hutchins Road, to be built and maintained by Lake County, as designed in the plans for the IMPROVEMENT, which, by reference herein are hereby made a part hereof; and,

WHEREAS, said IMPROVEMENT will leave a small section of existing Hutchins Road, south of the end of the IMPROVEMENT to the existing municipal limits, as a municipal street; and,

WHEREAS, the COUNTY is desirous to assume both the jurisdictional and maintenance responsibility for the existing section of Hutchins Road, from Stearns School Road to the municipal limits of the VILLAGE (which is 1,382 feet south of the centerline of

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the existing intersection of Stearns School Road and Hutchins Road), on its current location and as realigned by the IMPROVEMENT; and,

WHEREAS, the Lake County Board, on May 9, 2006, did consider, approve and adopt as a resolution which added Hutchins Road, from Stearns School Road to Illinois Route 132 (Grand Avenue), as an addition to the County Highway System, as County Highway 81. Said resolution by reference herein is hereby made a part hereof; and,

WHEREAS, the VILLAGE agrees that the section of Hutchins Road, from Stearns School Road to the municipal limits of the VILLAGE (both the existing section as depicted in Addendum #1 and the re-alignment as depicted in Addendum #2), under its jurisdiction shall, upon written approval by the Illinois Department of Transportation, be added to the County Highway System of Lake County and that said section of Hutchins Road, from Stearns School Road to the municipal limits of the VILLAGE, shall no longer be under the jurisdiction of the VILLAGE; and,

WHEREAS, the VILLAGE agrees to maintain and perform routine repairs to that portion of Hutchins Road, from Stearns School Road to the municipal limits of the VILLAGE, until such time as the COUNTY has received written approval for the jurisdictional transfer from the Illinois Department of Transportation; and,

WHEREAS, upon receipt of written approval for the jurisdictional transfer by the Illinois Department of Transportation, the COUNTY shall be solely responsible for the maintenance of Hutchins Road, from Stearns School Road to the municipal limits of the VILLAGE; 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 COUNTY and the VILLAGE do hereby enter into the following:

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. The VILLAGE agrees to the jurisdictional transfer to the COUNTY of existing Hutchins Road, and Hutchins Road as re-aligned by the IMPROVEMENT, from Stearns School Road to the municipal limits of the VILLAGE, which is under the jurisdiction of the VILLAGE.
3. The VILLAGE shall execute both THIS AGREEMENT and the attached Illinois Department of Transportation form, LOCAL AGENCY AGREEMENT FOR JURISDICTIONAL TRANSFER, which by reference herein is hereby made a part hereof.
4. The VILLAGE agrees that the COUNTY itself has no obligations under any VILLAGE ORDINANCE, as to County payment of the costs for the relocation of above-ground and subsurface utilities as part of the IMPROVEMENT including, but not limited to,

poles, lines, cables, ducts, transformers, switchgear, sectionalizers, switches, fuses, lightning arresters, gas pipe, valves, cathodic protection devices, telecommunications devices, utility enclosures, cabinets, pedestals, amplifiers and utility-marking devices, hereinafter referred to individually and collectively as UTILITIES and including any costs towards the placement or relocation of UTILITIES underground.

5. The VILLAGE agrees to perform and carry out routine maintenance operations until such time as written approval for the jurisdictional transfer is received by the COUNTY from the Illinois Department of Transportation and the COUNTY's County Engineer so notifies the VILLAGE. Illinois Department of Transportation approval shall be made by way of their execution of the attached form, LOCAL AGENCY AGREEMENT FOR JURISDICTIONAL TRANSFER.
6. The COUNTY agrees to submit the attached form, LOCAL AGENCY AGREEMENT FOR JURISDICTIONAL TRANSFER, to the Illinois Department of Transportation.
7. The COUNTY's County Engineer shall notify the VILLAGE at such time as written approval for the jurisdictional transfer is received from the Illinois Department of Transportation.
8. 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, widen or expand any County Highway 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 THIS AGREEMENT.
10. 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.
11. It is mutually agreed by and between the Parties hereto that the agreement of the Parties hereto is contained herein and that THIS AGREEMENT contains the entire agreement of the Parties and supersedes all oral agreements and negotiations between the Parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties hereto relating to the subject matter hereof.

12. 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.
13. THIS AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. The VILLAGE shall not 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.

VILLAGE OF OLD MILL CREEK

ATTEST:

Title

By: _____
Mayor
Village of Old Mill Creek

Date: _____

RECOMMENDED FOR EXECUTION

By: _____
Lake County
County Engineer/
Director of Transportation

COUNTY OF LAKE

ATTEST:

Clerk
Lake County

By: _____
Chair
Lake County Board

Date: _____