

Washington Street (IL Rte. 21 to US Rte. 41) Reconstruction: Ordinance requesting conveyance of ROW from North Shore Sanitary District

Accounts Payable (1) cert.
Transportation (3) cert.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEMBER, A.D. 2006 SESSION
MAY 08, A.D. 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution by the Public Works and Transportation Committee and the Financial and Administrative Committee authorizing the approval of an ordinance requesting the conveyance of land from the North Shore Sanitary District and approving an agreement between Lake County and the North Shore Sanitary District providing for the reconstruction of Washington Street (County Highway 45) and related intersection improvements at O'Plaine Road (County Highway 38).

WE RECOMMEND adoption of this Resolution.

	Aye	Nay		Aye	Nay
<u>Alanna O'Kelly</u> Chair	✓	—	<u>[Signature]</u> Chair	x	—
<u>David S.</u> Vice-Chair	—	—	<u>[Signature]</u> Vice-Chair	—	—
<u>Michael A. Albeto</u>	✓	—	<u>David S.</u>	✓	—
<u>Cynthia Marie</u>	✓	—	<u>[Signature]</u>	x	—
<u>Terese Douglas</u>	✓	—	<u>Alanna O'Kelly</u>	✓	—
<u>Susan L. [Signature]</u>	✓	—		—	—
Public Works and Transportation Committee			Financial and Administrative Committee		

RESOLUTION

WHEREAS, Washington Street (*County Highway 45*) is a designated route on the county highway system; and

WHEREAS, in order to provide for the free flow of traffic and ensure the safety of the motoring public, Lake County by and through its Division of Transportation proposes to reconstruct Washington Street from IL Rte. 21 to US Rte. 41; and

WHEREAS, in conjunction with said reconstruction of Washington Street it would be beneficial to improve the intersection at O'Plaine Road (*County Highway 38*) by the construction of westbound to southbound dual left-turn lanes and an eastbound to southbound right-turn lane; and

WHEREAS, the North Shore Sanitary District owns property situated in the southwest quadrant of said intersection and as depicted in Exhibit A attached hereto; and

WHEREAS, in order to provide for the above-said improvements, it is necessary for Lake County to use and occupy the North Shore Sanitary District parcel as depicted in Exhibit A attached hereto; and

WHEREAS, pursuant to Section 10 of Article 7 of the Illinois Constitution of 1970, units of local government, such as the district and the county, may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, in accordance with the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., the district may transfer all of its right, title, and interest in the parcel as depicted in Exhibit A attached hereto to the county upon such terms as may be agreed upon by the cooperate authorities of the county and the district and subject to the provisions of such act.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Lake County hereby adopts the attached ordinance requesting the conveyance of land from the North Shore Sanitary District and approving an intergovernmental agreement, a draft copy of which is attached hereto.

Dated at Waukegan, Illinois
this 8th day of May 2007

COUNTY OF LAKE, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE REQUESTING THE CONVEYANCE OF LAND
FROM THE NORTH SHORE SANITARY DISTRICT AND
APPROVING AN AGREEMENT**

WHEREAS, Washington Street (*County Highway 45*) is a designated route on the county highway system; and

WHEREAS, in order to provide for the free flow of traffic and ensure the safety of the motoring public, Lake County by and through its Division of Transportation purposes to reconstruct Washington Street from IL Rte. 21 to US Rte. 45; and

WHEREAS, in conjunction with the above-proposed reconstruction of Washington Street it would be beneficial to improve the intersection at O'Plaine Road in order to provide westbound to southbound dual left-turn lanes and an eastbound to southbound right-turn lane; and

WHEREAS, the North Shore Sanitary District owns property situated in the southwest quadrant of said intersection and as depicted in Exhibit A attached hereto; and

WHEREAS, in order to provide for the above-said improvements, it is necessary for Lake County to use and occupy the North Shore Sanitary District parcel as depicted in Exhibit A attached hereto; and

WHEREAS, Lake County and the North Shore Sanitary District are desirous of entering into an agreement for said conveyance of said property, a draft copy of which is attached hereto.

NOW, THEREFORE BE IT ORDAINED, by the Lake County Board, Lake County Illinois, that:

Section 1: Recitals. The recitals set forth above are incorporated as part of this Ordinance by this reference.

Section 2: Request for and Acceptance of Conveyance of North Shore Sanitary District Parcel. The County hereby declares that it is necessary for it to use and occupy the North Shore Sanitary District Parcel as depicted in Exhibit A attached hereto and requests that the District convey said Parcel to the County in accordance with the Agreement approved pursuant to this Ordinance. The County Board Chair, the County Engineer and the County Clerk are hereby authorized to execute whatever documents are necessary to accept such conveyance in accordance with such Agreement.

Section 3: Authority to Execute. The Chair of the Lake County Board, the County Clerk and the County Engineer of Lake County, Illinois, are authorized and they are hereby directed to execute an agreement between Lake County and the North Shore Sanitary District pertaining to the above-named improvement. 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.

Section 4: This Ordinance shall be in full force and effect from and after its passage and adoption by the County Board.

Dated at Waukegan, Illinois
This 8th day of May 2007

Local Agency: North Shore Sanitary District	County of Lake, Illinois Intergovernmental agreement for County Participation	COUNTY Construction Contract COUNTY Section: 00-00067-14-RP
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This Agreement is made and entered into this _____ day of _____, 20____ 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, a division of an Illinois Municipal Corporation or a 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): Washington Street (County Highway 45)
 Project Limits: Illinois Route 21 to U.S. Route 41

Project Description

The improvements shall consist of the reconstruction of the concrete pavement on Washington Street, intersection improvements at the intersection of Washington Street and O'Plaine Road and performing all other work necessary to complete the improvements in accordance with the approved plans, specifications and estimates. Said approved plans, specifications and estimates by reference herein are hereby made a part hereof. Said improvements shall be known as COUNTY Section 00-00067-14-RP.

Type of Work	COUNTY	%	LA	%	Total
Participating Construction		100			\$ -
Right-of-way dedication				100	\$ -
Design Engineering		100			\$ -
Construction Engineering		100			\$ -
Totals	\$ -		\$ -		\$ -

Agreement Provisions

Section A.

THE LOCAL AGENCY AGREES:

- 1 To dedicate to the COUNTY, at no cost to the COUNTY, within sixty (60) days of the execution of This Agreement, the right-of-way, for public road purposes, depicted as Parcel Number 0001 on Exhibit A of This Agreement, necessary for improvements to O'Plaine Road (County Highway 38) to receive traffic from the construction of the westbound to southbound dual left turn lanes and the eastbound to southbound right turn lane at the intersection of Washington Street and O'Plaine Road.

Section B.

THE COUNTY AGREES:

- 1 To prepare, or cause to be prepared, all necessary surveys, the engineering plans, legal descriptions, plat(s) of dedication, specifications and estimates, and construction contract letting documents in accordance with the

Motor Fuel Tax standards, as required as determined by the fund source and/or scope of the project, as prescribed by the Illinois Department of Transportation, secure any and all permits and/or approvals that may be required, record the conveyance documents, receive bids, award the construction contract, provide construction engineering supervision and construct the project in accordance with the approved plans, specifications and estimates with no reimbursement from the LA.

- 2 That the LA's existing sign located near the heretofore mentioned Parcel Number 0001 will not need to be moved in order to implement the improvements as heretofore described.
- 3 To repair and/or resurface, or cause to be repaired and/or resurfaced, at no cost to the LA, the pavement located within the O'Plaine Road right-of-way for the main entrance to the LA's property as part of the improvements contemplated herein and in the future as part of any repair and/or resurfacing work by the COUNTY on O'Plaine Road along the LA's frontage.

Section C.

IT IS MUTUALLY AGREED:

- 1 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.
- 2 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 LA (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 LA is to be and shall remain independent of the COUNTY with respect to all services performed under This Agreement.
- 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 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.
- 4 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.
- 5 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 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 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.

- 8 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. 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.
- 10 This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute This Agreement.
- 11 THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded within seven (7) years of the effective date of THIS AGREEMENT.

Exhibits

Additional information and/or stipulations are hereby attached and identified below as being a part of THIS AGREEMENT.

Exhibit A - Plat of Highways

(Insert exhibit 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: *David M. Rivera* By: _____

Title: President _____

Date: March 21, 2007 _____

Date: _____

Attest: *Mary Jo Bufant* _____

Attest: _____

Title: Secretary _____

Clerk, Lake County

Recommended for Execution

County Engineer/ Director of Transportation

EXHIBIT A
Plat of Highways

