

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF SPRING GROVE AND THE COUNTY OF
MCHENRY FOR THE DESIGN AND CONSTRUCTION OF
IMPROVEMENTS TO MAIN STREET AND BLIVIN STREET**

THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between the Village of Spring Grove, a municipal corporation of the State of Illinois, hereinafter referred to as the VILLAGE, and the County of McHenry, Illinois acting by and through its County Board, a body politic and corporate of the State of Illinois, hereinafter referred to as the COUNTY. The VILLAGE and the COUNTY are sometimes collectively referred to as the PARTIES. This agreement shall hereinafter be referred to as “THIS AGREEMENT.”

WITNESSETH

WHEREAS, the COUNTY has plans to perform pavement maintenance and repairs on roadways under its jurisdiction, namely Blivin Street from US 12 to Main Street, Richardson Road from Main Street to IL 173, and Main Street from Blivin Street to the McHenry County Line, hereinafter referred to as PAVEMENT REPAIRS; and

WHEREAS, the VILLAGE has been planning to remove and replace existing sidewalk, add new sidewalk and add pedestrian lighting along Blivin Street, Richardson Road and Main Street in the downtown area, herein after referred to as PEDESTRIAN IMPROVEMENTS; and

WHEREAS, the VILLAGE also desires to improve on-street parking in the downtown area, herein after referred to as PARKING IMPROVEMENTS; and

WHEREAS, the COUNTY and the VILLAGE have the desire to work together to improve the built environment for pedestrians and motorists in downtown Spring Grove; and

WHEREAS, by working together the PARTIES will achieve economies of scale by combining the PEDESTRIAN IMPROVEMENTS, the PARKING IMPROVEMENTS and a portion of the PAVEMENT REPAIRS within the downtown area into one coordinated project, managed by the VILLAGE, herein after referred to as the IMPROVEMENTS; and

WHEREAS, the VILLAGE has developed a concept plan for the IMPROVEMENTS, attached herein and found in EXHIBIT A; and

WHEREAS, the COUNTY is in general agreement with the VILLAGE’s concept plans for the IMPROVEMENTS; and

WHEREAS, the PARTIES have agreed to split the cost of the engineering and construction of the IMPROVEMENTS; and

WHEREAS, the VILLAGE is actively seeking grant funding in order to reduce the cost for both PARTIES; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the COUNTY and the VILLAGE do hereby agree as follows:

**SECTION I.
Recitals/Headings**

1. The foregoing preambles are hereby incorporated herein as though fully set forth.
2. The “headings” as contained in THIS AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

**SECTION II.
VILLAGE Commitments**

1. The VILLAGE agrees to act as lead agency and will prepare, or cause to be prepared, all necessary engineering work for the IMPROVEMENTS.
2. As lead agency, the VILLAGE shall be responsible for and will pay the invoices for engineering received from the project engineer, subject to partial reimbursement from the COUNTY, as described herein.
3. The VILLAGE shall provide copies of all engineering studies and reports to the COUNTY within twenty-one (21) days of receipt for input and recommendations. The COUNTY shall review and either approve such studies and reports or provide comments to the VILLAGE for proposed changes within twenty-one (21) days of receipt of same. The COUNTY’s approval shall not be unreasonably withheld.
4. The VILLAGE shall apply for grants, and it is understood by the PARTIES that should the VILLAGE be awarded grant funding for the IMPROVEMENTS, those funds will be applied equally to both PARTIES and reduce the amount subject to the cost-share under THIS AGREEMENT.
5. Upon completion of the PEDESTRIAN IMPROVEMENTS and the PARKING IMPROVEMENTS, the VILLAGE agrees to maintain all sidewalks, on-street parking and lighting within the downtown area. The VILLAGE retains sole jurisdiction over these areas.

Maintenance is defined as any activity necessary to cause the sidewalks, on-street parking and lighting to function in accordance with VILLAGE standards for public improvements. However, should the COUNTY reconstruct COUNTY roads in the future, within the limits of the IMPROVEMENTS, the COUNTY shall repair the sidewalk at no cost to the VILLAGE.

6. The VILLAGE shall, for itself and for those authorized by or through the VILLAGE, and to the fullest extent permitted by law, hold harmless, indemnify and defend the COUNTY, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the preliminary planning study by the VILLAGE, its employees and authorized agents, or any authorized VILLAGE contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the COUNTY.

SECTION III. COUNTY Commitments

1. The COUNTY agrees to review all engineering studies and reports provided by the VILLAGE and either approve or provide comments to the VILLAGE for proposed changes within twenty-one (21) days. The COUNTY's approval shall not be unreasonably withheld.
2. The COUNTY agrees to reimburse the VILLAGE ninety percent (90%) of the costs associated with the engineering of the IMPROVEMENTS, including any relevant work completed before execution of THIS AGREEMENT, within sixty (60) days of receiving notice by the VILLAGE. A preliminary estimate of project costs can be found in EXHIBIT B, which is attached hereto and is hereby made a part hereof.
3. The COUNTY will retain sole jurisdiction and maintenance obligations of the vehicular travel ways of Blivin Street from US 12 to Main Street, Richardson Road from Main Street to IL 173, and Main Street from Blivin Street to the McHenry County Line.
4. The COUNTY shall, for itself and for those authorized by or through the COUNTY, and to the fullest extent permitted by law, hold harmless, indemnify and defend the VILLAGE, its trustees, elected and appointed officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the preliminary planning study by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the VILLAGE.

SECTION IV.
Joint Commitments

1. It is understood by the PARTIES that the VILLAGE and the COUNTY will negotiate a separate intergovernmental agreement regarding the construction of the IMPROVEMENTS and apportioning the cost of construction engineering and construction of the IMPROVEMENTS between both PARTIES, with the COUNTY at least paying eighty percent (80%) and the VILLAGE paying twenty percent (20%) thereof.

SECTION V.
General Provisions

2. THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law. Similarly, THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the VILLAGE maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand VILLAGE roads and rights of way as best determined, as provided by law.
3. Nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, as creating or establishing a legal partnership or agency relationship between the PARTIES, or as establishing (i) the VILLAGE (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the COUNTY, (ii) the COUNTY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the VILLAGE, for any purpose or in any manner, whatsoever. Each PARTY is and shall remain independent of the other PARTY with respect to all rights exercised and obligations performed under THIS AGREEMENT.
4. Each person executing THIS AGREEMENT warrants and represents to the PARTIES (i) that he or she has the full and complete right, power and authority to execute THIS AGREEMENT and to agree to the terms, provisions, and conditions set forth in THIS AGREEMENT on behalf of the PARTY on whose behalf he or she is executing; (ii) that all legal actions necessary to authorize him or her to execute and deliver THIS AGREEMENT have been taken; and (iii) THIS AGREEMENT does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to the PARTY on whose behalf he or she is executing.
5. The Effective Date of THIS AGREEMENT will be the first day of the month following the date upon which THIS AGREEMENT has been executed by the PARTIES.
6. 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. No claim as a third-party beneficiary under THIS AGREEMENT by any person, firm, or corporation, or entity shall be made, or be valid, against the PARTIES.
8. THIS AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.
9. Any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by all PARTIES affected by such alteration, amendment, deletion, or waiver.
10. Any notice or communication required or permitted to be given under THIS AGREEMENT shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in THIS AGREEMENT, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each PARTY shall have the right to change the address or the addressee, or both, for all future notices and communications to such PARTY, but no notice of a change of addressee or address shall be effective until actually received.

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

McHenry County Division of Transportation
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Mr. Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer
Email: MCDOT@mchenrycountyil.gov

With a copy to:
McHenry County State's Attorney
2200 N Seminary Ave, Suite 150,
Woodstock, IL 60098
Attention: Assistant State's Attorney Tom Cahill
Email: tpcahill@mchenrycountyil.gov

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following addresses:

Village of Spring Grove
7401 Meyer Road
Spring Grove, IL 60081
Attention: Mark Eisenberg, Village President
Email: meisenberg@springgrovevillage.com

With a copy to:
Kelly Popelka, Village Clerk
Email: kpopelka@springgrovevillage.com

And

Ancel, Glink, P.C.
175 E. Hawthorn Parkway, Suite 145
Vernon Hills, IL 60061
Attention: Scott Puma
Email: spuma@ancelglink.com

The requirements of this Section shall not be deemed to invalidate any notice actually received.

11. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. Neither of the PARTIES hereto shall 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.
12. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in McHenry County by both 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, duties, responsibilities and obligations contained herein.
13. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
14. THIS AGREEMENT shall terminate upon completion of the PARTIES' obligations herein or by the mutual written agreement of both PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed THIS AGREEMENT on the dates indicated.

ATTEST:

Kelly Popelka
Village Clerk

VILLAGE OF SPRING GROVE

By: _____
Mark Eisenberg
Village President

Date: _____

ATTEST:

Joseph Tirio
McHenry County Clerk

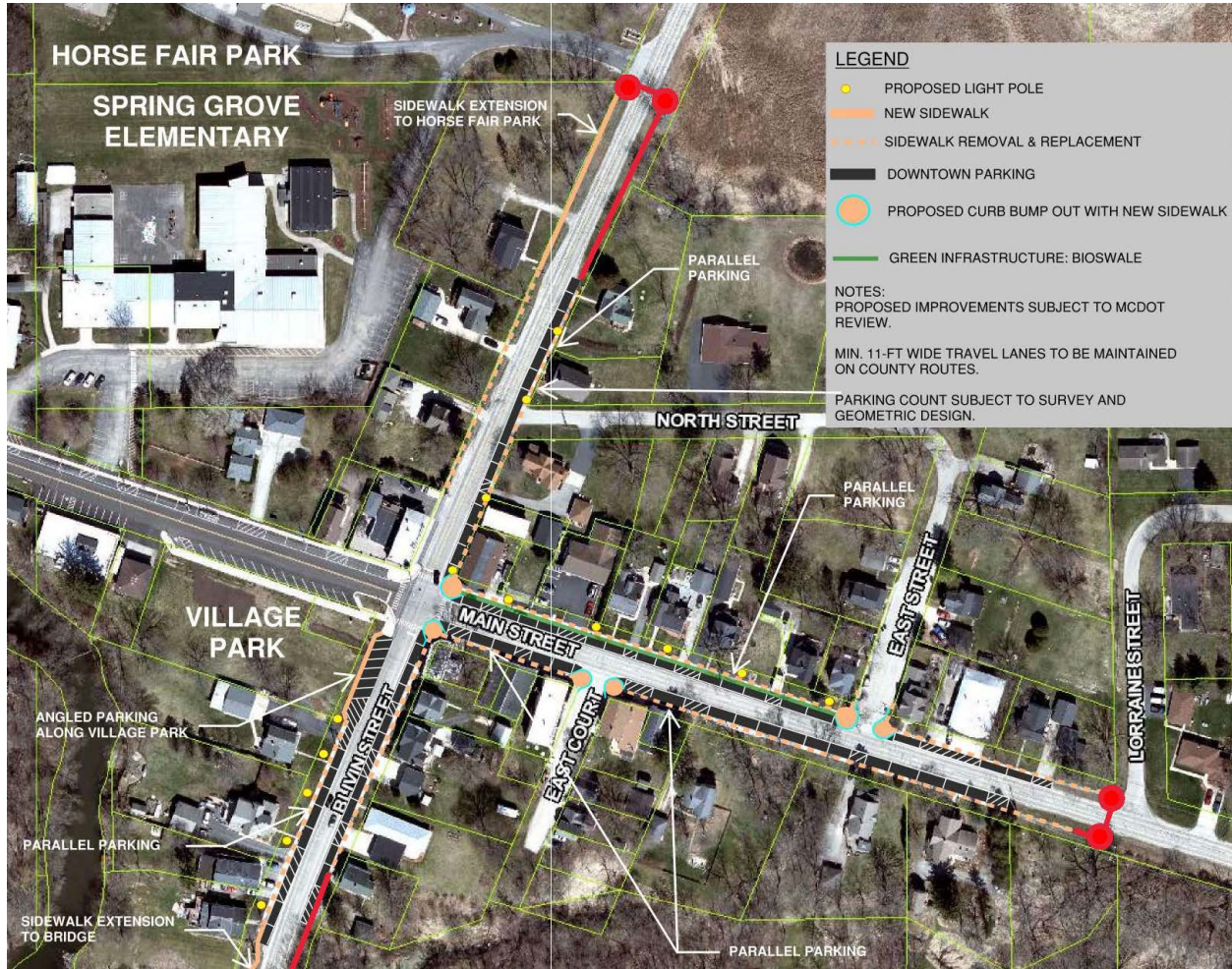
COUNTY OF MCHENRY

By: _____
Michael Buehler
County Board Chairman

Date: _____

EXHIBIT A VILLAGE IMPROVEMENTS SUBJECT TO COST SHARE

- Street lighting
- Sidewalk work
- On-street parking
- Intersection bump outs
- Green infrastructure bioswales



**EXHIBIT A (CONTINUED):
IMPROVEMENTS SUBJECT TO COST SHARE**



**EXHIBIT B:
ESTIMATED COSTS FOR THE IMPROVEMENTS**

WORK TYPE RECAP

PEDESTRIAN AND ROADWAY IMPROVEMENTS	
SUBTOTAL	\$1,800,000
PARKING IMPROVEMENTS	
SUBTOTAL	\$700,000
PEDESTRIAN LIGHTING	
SUBTOTAL	\$500,000
ESTIMATED CONSTRUCTION COST	\$3,000,000
SURVEY, PERMITTING, DESIGN ENGINEERING, BIDDING	\$362,000
CONSTRUCTION ADMINISTRATION & MATERIALS TESTING	\$500,000
TOTAL PROJECT	\$3,862,000