

Prepared for and, after

Recording, return to:

City of Crystal Lake
Attn: Eric Helm, City Manager
100 West Woodstock Street
Crystal Lake IL 60014

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
CRYSTAL LAKE AND THE COUNTY OF MCHENRY WITH RESPECT TO
THE SOUTH LAKE WATER LEVEL PROJECT**

This AGREEMENT is entered into this _____ day of _____, 2024, by and between the City of Crystal Lake, a municipal corporation of the State of Illinois, hereinafter referred to as the CITY, 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 CITY and the COUNTY are collectively sometimes referred to as the PARTIES. This agreement shall hereinafter be referred to as the “AGREEMENT.”

WITNESSETH

WHEREAS, the CITY, owns and operates a public recreation area commonly known as the Three Oaks Recreation Area; and

WHEREAS, James Rakow Road and Virginia Road are under the jurisdiction of the COUNTY; and

WHEREAS, a body of water, commonly known as South Lake is situated within Three Oaks Recreation Area, as depicted in EXHIBIT A (hereinafter, “SOUTH LAKE”); and

WHEREAS, the CITY intends to engage in a public project for the purpose of controlling the water levels of SOUTH LAKE (hereinafter, the “PROJECT”); and

WHEREAS, a general depiction and the approximate limits of the PROJECT are as depicted in the Plan Sketch indicated in EXHIBIT B, which is attached hereto and made a part hereof; and

WHEREAS, the PROJECT will entail the CITY installing a stormwater lift station and pressure piping (hereinafter, the “DRAINAGE FACILITIES”) to pump water from the SOUTH LAKE into the COUNTY’s existing storm sewer at the northwest corner of Rakow Road and Virginia Road (hereinafter, the “RAKOW ROAD STORM SEWER”); and

WHEREAS, the RAKOW ROAD STORM SEWER, which the DRAINAGE FACILITIES will drain into, currently discharges water through two flared end sections onto stone rip rap (hereinafter, the

“DISCHARGE LOCATION”) within an existing Permanent Easement recorded as Document Number 2010R0040063 (hereinafter, the “EXISTING PERMANENT EASEMENT”) which is attached hereto and made a part thereof as EXHIBIT C; and

WHEREAS, the DISCHARGE LOCATION is the maintenance responsibility of the COUNTY and is in need of maintenance; and

WHEREAS, in addition to the installation of the DRAINAGE FACILITIES the CITY intends to improve the DISCHARGE LOCATION; and

WHEREAS, the CITY will additionally be extending the CITY’s sanitary sewer from a point approximately 400 feet north of Rakow Road on Virginia Road beneath and across James Rakow Road right-of-way, to a new CITY sanitary system manhole located at the southerly right-of-way line of James Rakow Road (hereinafter, the “SANITARY SEWER EXTENSION”). The approximate location of the SANITARY SEWER EXTENSION is depicted in EXHIBIT B; and

WHEREAS, the CITY has obtained permission from the adjacent property owner to discharge the CITY’s stormwater onto the property; and

WHEREAS, the DRAINAGE FACILITIES, improvement of the DISCHARGE LOCATION and SANITARY SEWER EXTENSION shall hereinafter be collectively referred to as the “IMPROVEMENTS”; and

WHEREAS, the IMPROVEMENTS shall be constructed in substantial conformance with the final design engineering plans and specifications prepared by Christopher B. Burke Engineering (hereafter, the “PLANS”) which by reference herein, hereby become a part hereof; and

WHEREAS, the CITY is a home rule unit pursuant to Article VII, Section 6 of the Illinois Constitution, and as a home rule unit may exercise any power and perform any function pertaining to its government affairs; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, an Intergovernmental Agreement is appropriate and is authorized and encouraged by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq.; and

WHEREAS, the COUNTY, by virtue of the authority as set forth in the Counties Code (55 ILCS 5/1-1001 et seq.), and the CITY, by virtue of the authority as set forth in the Illinois Municipal Code (65

ILCS 5/1-1-1 et seq.) and the CITY's home rule authority are authorized to enter into this AGREEMENT; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, the COUNTY and the CITY do hereby agree as follows:

**SECTION I.
Recitals/Headings**

1. The foregoing preambles are hereby incorporated herein as though fully set forth herein.
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.
CITY Commitments**

1. The CITY shall prepare, or cause to be prepared, a final version of the PLANS in accordance with CITY and COUNTY policies and standards. The COUNTY shall have the opportunity to review and approve the final version of the PLANS prior to the bidding of the IMPROVEMENTS, the approvals of which shall not be unreasonably withheld by the COUNTY.
2. The CITY shall acquire a grant of easement and temporary construction easement from the property owner at the southwest corner of James Rakow Road and Virginia Road which shall allow the CITY rights to the EXISTING PERMANENT EASEMENT, temporary access for construction of the IMPROVEMENTS and the right to drain water from SOUTH LAKE through the DRAINAGE FACILITIES and to deposit such water onto the DISCHARGE LOCATION as depicted in EXHIBIT B.
3. The CITY shall televise the existing conditions of the RAKOW ROAD STORM SEWER as depicted on the Storm Sewer Maintenance Exhibit, attached hereto and made a part thereof as EXHIBIT D, at least 3 months prior to construction of the IMPROVEMENTS. Televising is defined as the use of specialized equipment which will inspect the storm sewer pipe through recorded video. A copy of the recorded video shall be provided to the COUNTY. The CITY shall televise this same section of storm sewer every 5 years starting in year 2030 and a copy of the recorded video shall be provided to the COUNTY. The CITY shall pay 100% of all costs associated with this televising, without reimbursement from the COUNTY.
4. The DRAINAGE FACILITIES shall have equipment to control when water is discharged into the RAKOW ROAD STORM SEWER. The CITY agrees to not operate the DRAINAGE FACILITIES during a rain event and will only discharge into the RAKOW ROAD STORM

SEWER after the RAKOW ROAD STORM SEWER has ceased flowing. The DRAINAGE FACILITIES shall be designed to carry water from SOUTH LAKE to the DISCHARGE LOCATION at a maximum rate of six cubic feet per second.

5. The CITY shall pay for all costs of the IMPROVEMENTS, including design engineering, surveying, construction, and construction engineering supervision, subject to reimbursement from the COUNTY as described in EXHIBIT E to this AGREEMENT, which is attached hereto and is hereby made a part hereof.
6. The CITY will solicit bids and award the agreement(s) for the IMPROVEMENTS. The anticipated bidding date for the IMPROVEMENTS is fall of 2024. (The bidding date is subject to change, dependent upon project readiness and the availability of project funding.)
7. The CITY shall maintain the DRAINAGE FACILITY and the SANITARY SEWER EXTENSION at 100% CITY cost, without reimbursement from the COUNTY. Maintenance is defined as any activity necessary to cause the DRAINAGE FACILITY and SANITARY SEWER EXTENSION to function in accordance with CITY standards.
8. The CITY shall require the successful bidder to name the COUNTY as an additional insured on any liability coverage required pursuant to such contracts.
9. The COUNTY will remain responsible for performing maintenance of the DISCHARGE LOCATION and the RAKOW ROAD STORM SEWER. The CITY shall reimburse the COUNTY for 50% of the COUNTY's cost of maintenance of the DISCHARGE LOCATION and shall also reimburse the COUNTY for 50% of the COUNTY's cost of maintenance of that portion of the RAKOW ROAD STORM SEWER depicted by dashed lines on the EXHIBIT D in accordance with this AGREEMENT. The CITY agrees to reimburse the COUNTY for the aforementioned costs within sixty (60) days of receipt of an invoice from the COUNTY.
10. The CITY shall, for itself and for those authorized by or through the CITY, including without limitation any authorized CITY contractor, and to the fullest extent permitted by law, hold harmless, indemnify and defend the COUNTY, its elected and appointed officials, 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 construction, installation, or use of the IMPROVEMENTS by the CITY, its employees and authorized agents, or any authorized CITY 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 shall authorize the CITY to connect the DISCHARGE FACILITIES to the RAKOW ROAD STORM SEWER, subject to such permits as may be required by the COUNTY in accordance with applicable law.
2. The COUNTY shall authorize the CITY, or its assigns, to repair and modify the DISCHARGE LOCATION within the COUNTY's EXISTING PERMANENT EASEMENT subject to such permits as may be required by the COUNTY in accordance with applicable law.
3. The COUNTY shall reimburse the CITY ten percent (10%) of the construction costs relating to the repair of the DISCHARGE LOCATION based upon awarded unit prices, and as more particularly described in EXHIBIT E.
4. The COUNTY shall reimburse the CITY an amount equal to ninety-five percent (95%) of the construction costs relating to the repair of the DISCHARGE LOCATION as set forth in this AGREEMENT and for which the COUNTY is responsible pursuant to this AGREEMENT, within sixty (60) days of receiving notice of the contract award.
5. The COUNTY agrees to reimburse the CITY the balance of its responsibility for the construction costs associated with the DISCHARGE LOCATION as set forth in this AGREEMENT and for which the COUNTY is responsible pursuant to this AGREEMENT, within sixty (60) days of receiving notice by the CITY of substantial completion of repairs to the DISCHARGE LOCATION. Substantial completion means the construction is sufficiently complete in accordance with the PLANS, although punch list items remain to be completed.
6. The COUNTY further agrees to pass a supplemental resolution to provide necessary funds for repair of the DISCHARGE LOCATION if the amount appropriated proves to be insufficient to cover said costs.
7. The COUNTY shall maintain the DISCHARGE LOCATION and the existing RAKOW ROAD STORM SEWER. Maintenance is defined as any activity necessary to cause the DISCHARGE LOCATION and the RAKOW ROAD STORM SEWER to function in accordance with COUNTY standards. Maintenance activities required at the DISCHARGE LOCATION and for that portion of the RAKOW ROAD STORM SEWER depicted by the dashed line on EXHIBIT D shall be subject to 50% reimbursement by the CITY.
8. The COUNTY shall, for itself and for those authorized by or through the COUNTY, including without limitation any authorized COUNTY contractor, and to the fullest extent permitted by law, hold harmless, indemnify and defend the CITY, its elected and appointed officials, 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 construction, installation, or use of the IMPROVEMENTS 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 CITY.

SECTION IV. General Provisions

1. 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.
2. 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 CITY (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 CITY, 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.
3. 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.
4. 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.
5. 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.

6. 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.
7. This AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.
8. 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.
9. 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 CITY shall be addressed to, and delivered at, the following addresses:

City Manager
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014
Attention: Eric Helm
Email: ehelm@crystallake.org

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

10. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. None 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 remaining PARTIES.
11. This AGREEMENT shall be enforceable in any court of competent jurisdiction in McHenry County 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, duties, responsibilities and obligations contained herein.
12. This AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this AGREEMENT.
13. This AGREEMENT shall be terminable only by the mutual written agreement of the PARTIES.

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

CITY OF CRYSTAL LAKE

ATTEST:

City Clerk

By: _____
Haig Haleblian
Mayor

Date: _____

COUNTY OF MCHENRY

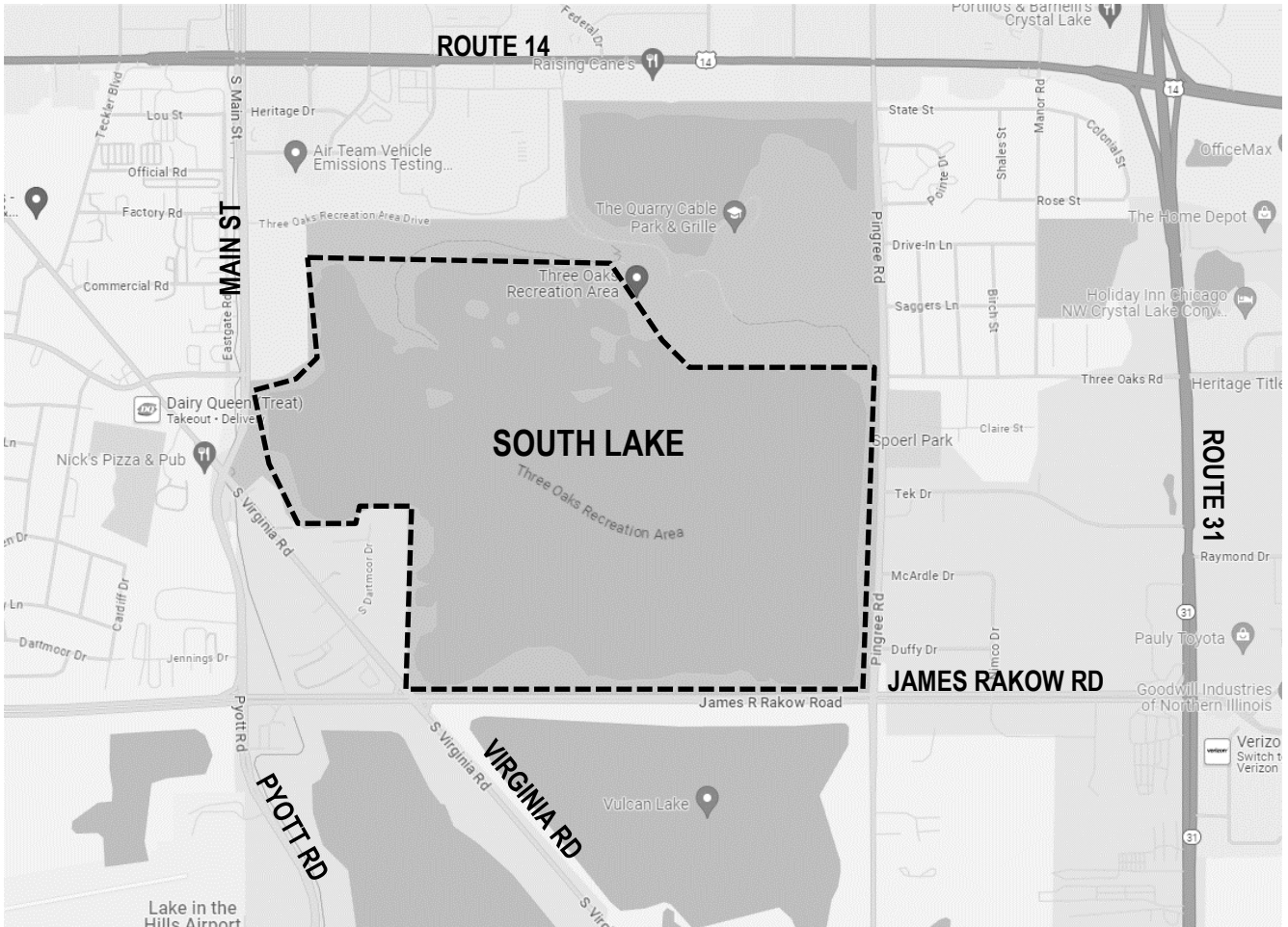
ATTEST:

Joseph Tirio
McHenry County Clerk

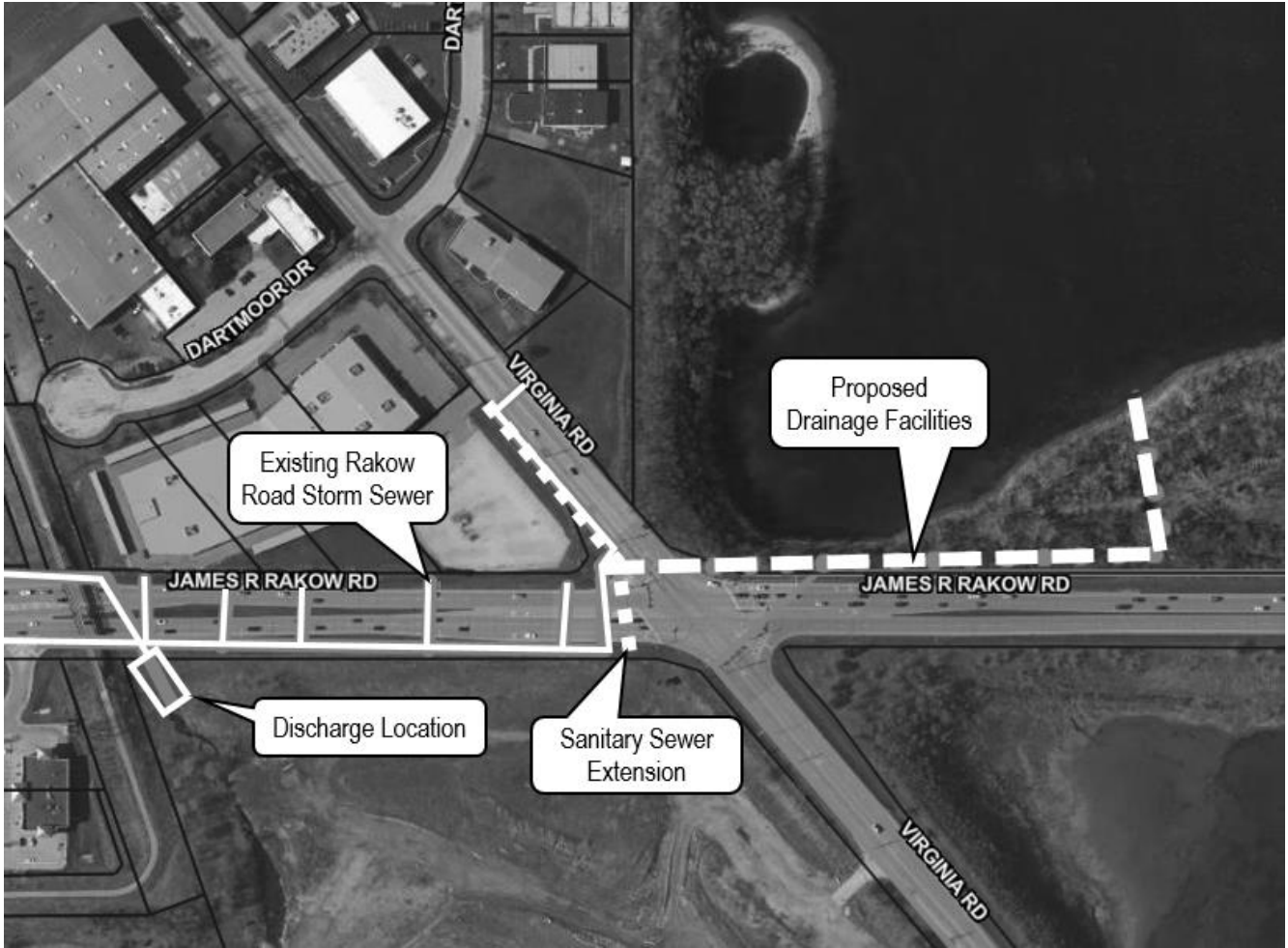
By: _____
Michael Buehler
County Board Chairman

Date: _____

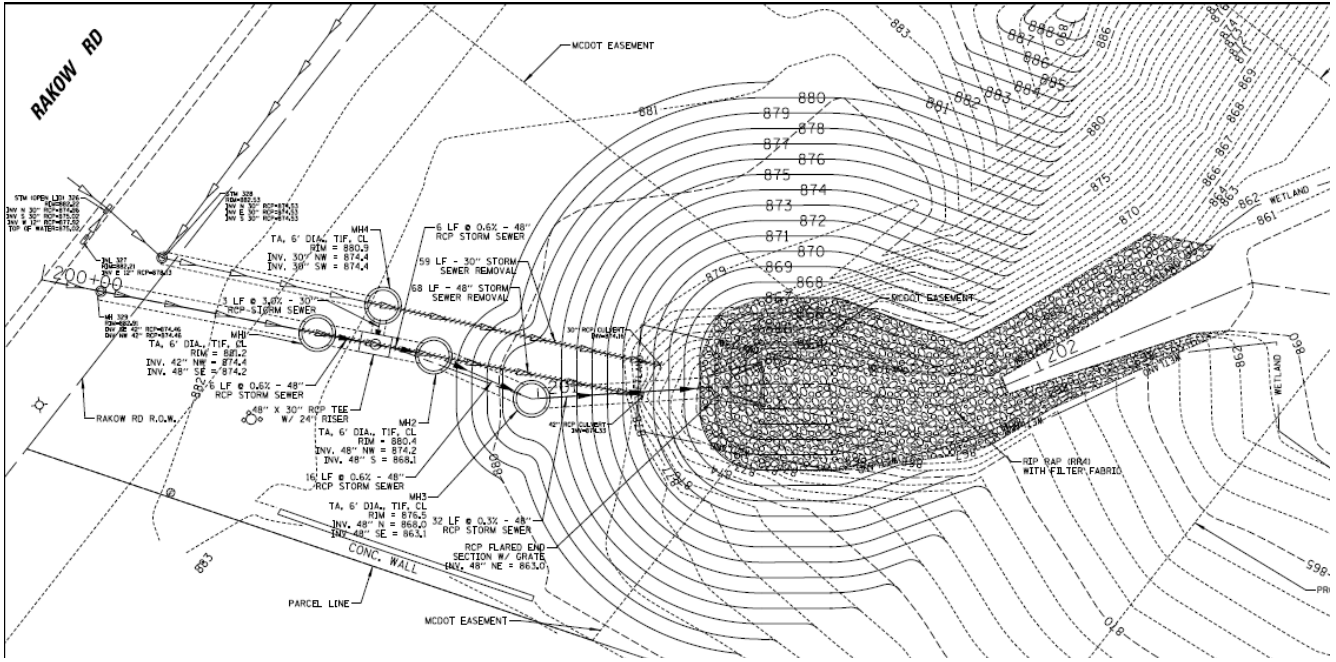
EXHIBIT A LOCATION MAP



**EXHIBIT B
PLAN SKETCH
General Depiction of the Improvements**



DISCHARGE LOCATION



SANITARY SEWER LOCATION



**EXHIBIT C
EXISTING DRAINAGE EASEMENT**

3

**PERMANENT EASEMENT
AGREEMENT**



**PHYLLIS K. WALTERS
RECORDER-MCHENRY COUNTY, IL
2010R0040063
09/14/2010 11:46 AM PAGES 3
RECORDING FEE 25.00
GIS FEE 15.00**

McHenry County Division of Transportation

Route: Rakow Road
Section: 05-00308-00-WR
Job No.: R-91-007-06
County: McHenry
PIN: 19-16-100-016
Parcel: 1H40018PE

Owner: Curran Group, Inc.

Address:
Southwest corner of Virginia Road and
James R. Rakow Road, Crystal Lake, Illinois

RESERVED FOR RECORDER'S USE ONLY

**AGREEMENT CONCERNING LAND FOR A
PERMANENT EASEMENT**

THIS INDENTURE WITNESSETH, that the Grantor, **CURRAN GROUP, INC.**, of the County of McHenry, and the State of Illinois, for and in consideration of the sum of Seven Thousand and 00/100's Dollars--(\$7,000.00), in hand paid, the receipt of which is hereby acknowledged, hereby represents, that it owns the fee simple title to and does by these presents grant the permanent right, easement, and privilege to enter upon the following described land unto the **COUNTY OF MCHENRY, a body politic and corporate**, for the use of said County, its agents, contractors and engineers, for the purpose of drainage purposes.

SEE ATTACHED FOR LEGAL DESCRIPTION

Grantee shall have the perpetual right to enter or reenter the above described premises for the installation, reinstallation, maintenance or repair, construction or reconstruction, relocation and/or improvement of the above described facilities or improvements.

IN WITNESS WHEREOF, said Grantor has caused its corporate name to be hereunder subscribed by its President and its duly attested corporate seal to be hereto affixed, all in the City/Village of CRYSTAL LAKE, State of Illinois, this 1st day of SEPTEMBER, 2010.

CURRAN GROUP, INC.

By: Timothy J. Curran
Timothy J. Curran, President

ATTEST:

By: Catherine C. Curran
Catherine C. Curran, Secretary




40.-

State of Illinois)
)SS
County of McHenry)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Timothy J. Curran, President and Catherine C. Curran, Secretary of CURRAN GROUP, INC. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument, as their free and voluntary act, and the free and voluntary act of the Corporation, for the uses and purposes therein set forth, pursuant to the authority given by the Board of Directors of said Corporation and caused the corporate seal of said Corporation to be thereto affixed.

Given under my hand and Notarial seal this 1st day of September, 2010



Notary Public




This document was prepared by:

Mark D. Mathewson
Mathewson Right of Way Company
30 N. LaSalle Street, Suite 1726
Chicago, IL 60602

Grantee's Address:
McHenry County Division of Transportation
16111 Nelson Road
Woodstock, IL 60098

Return to:

 Wheatland Title Guaranty
105 W. Veterans Parkway, Yorkville, IL 60580

MCH-ME-1267.0 (3/4)
MCH-ME-1280.0

Route : F.A.P. 336 (James R. Rakow Road)
Section: 05-00308-00-WR
County : McHenry
Job No.: R-91-007-06
Parcel : 1H40018P.E.
Sta. 174+13.55 To Sta. 175+30.36
Owner : Curran Group, Inc.

Index No. 19-16-100-016

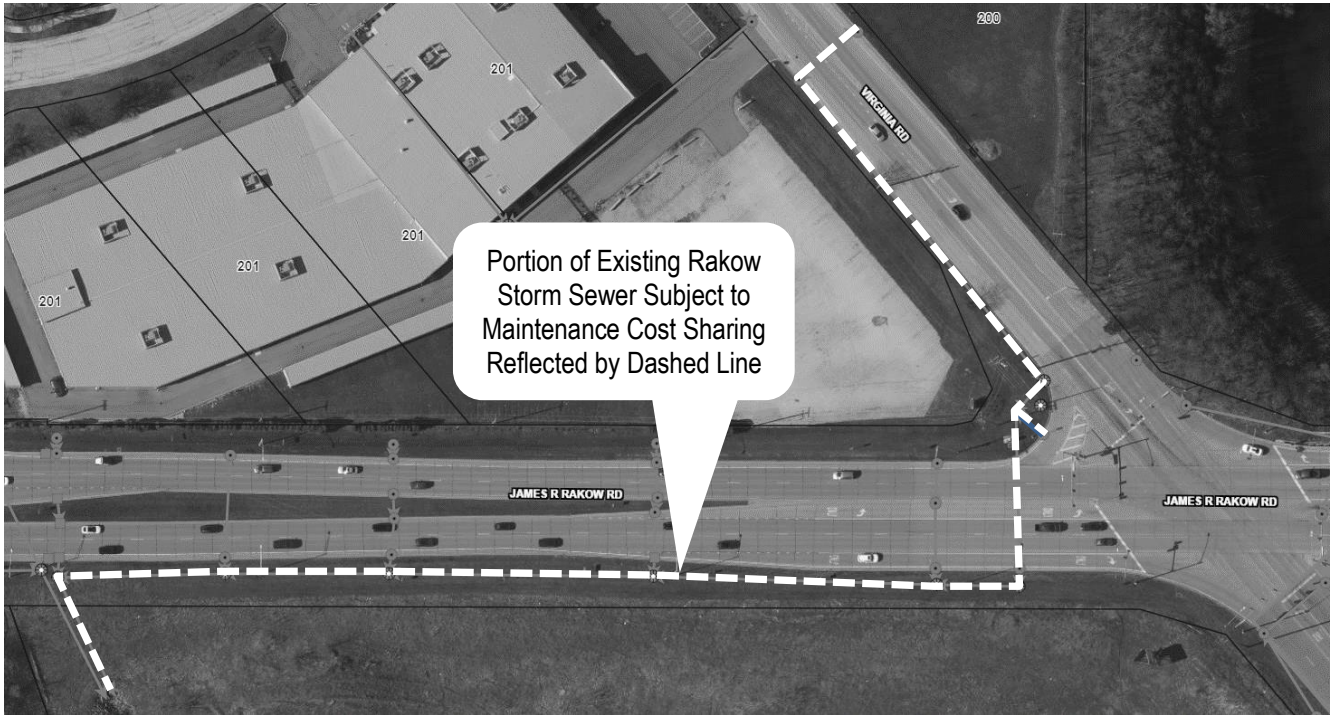
That part of the Northwest Quarter of Section 16, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 16; thence on an assumed bearing of South 89 degrees 45 minutes 19 seconds East along the north line of the Northwest Quarter of said Section 16, a distance of 405.58 feet (405.65 feet, recorded) to the easterly right of way line of the former Chicago and North Western Railway Company; thence South 19 degrees 14 minutes 36 seconds East along the easterly right of way line of the former Chicago and North Western Railway Company, a distance of 106.08 feet (106.07 feet, recorded) to the south right of way line of James R. Rakow Road recorded August 16, 1993 as document number 93R048243; thence continuing South 19 degrees 14 minutes 36 seconds East along the said easterly right of way line of the former Chicago and North Western Railway Company, a distance of 48.05 feet to the point of beginning; thence South 89 degrees 51 minutes 24 seconds East, a distance of 116.21 feet; thence South 0 degrees 08 minutes 36 seconds West, a distance of 110.00 feet; thence North 89 degrees 51 minutes 24 seconds West, a distance of 77.50 feet to the easterly right of way line of the former Chicago and North Western Railway Company; thence North 19 degrees 14 minutes 36 seconds West along the said easterly right of way line of the former Chicago and North Western Railway Company, a distance of 116.61 feet to the point of beginning.

Said permanent easement containing 0.245 acre, more or less.

Said permanent easement to be used for drainage purposes.

EXHIBIT D
STORM SEWER MAINTENANCE EXHIBIT



**EXHIBIT E
COST PARTICIPATION**

Estimated Division of Construction Costs for the South Lake Water Level Project

Item	Estimated Cost	CITY	COUNTY
Drainage Facilities	\$2,340,918.00	\$2,340,918.00	\$0
Sanitary Sewer Extension	\$400,000.00	\$400,000.00	\$0
Discharge Location	\$259,082.00	\$233,173.80	\$25,908.20
PROJECT TOTAL	\$3,000,000.00	\$2,974,091.80	\$25,908.20