

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

This Intergovernmental Agreement “AGREEMENT” is entered into this _____ day of _____, 2026, 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, 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” and individually as a “PARTY”.

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, hereinafter referred to as “PAVEMENT REPAIRS”; and

WHEREAS, the VILLAGE desires to remove and replace existing sidewalk, add new sidewalk and add pedestrian lighting along Blivin Street in the downtown area, herein after referred to as “PEDESTRIAN IMPROVEMENTS”; and

WHEREAS, the VILLAGE also desires to improve on-street parking and parking restriction signage 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 the PAVEMENT REPAIRS within the downtown area into a coordinated project, managed by the VILLAGE, herein after referred to as the “IMPROVEMENTS”; and

WHEREAS, the approximate limits of the IMPROVEMENTS are as indicated in EXHIBIT A to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the IMPROVEMENTS shall be constructed in substantial conformance with the final design engineering plans and specifications prepared by HR Green Inc. dated February 27, 2026, hereinafter referred to as the “PLANS”, which by reference herein, hereby become a part hereof, and which the cover of the PLANS is attached as EXHIBIT B to this AGREEMENT; and

WHEREAS, the COUNTY has reviewed and hereby approves the VILLAGE’s PLANS for the IMPROVEMENTS; and

WHEREAS, the IMPROVEMENTS will be of immediate benefit to the residents of the COUNTY and the VILLAGE; and

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

WHEREAS, the VILLAGE has contracted with HR Green Inc. to perform an engineering study which estimates the cost of the IMPROVEMENTS to be approximately \$2,465,000; and

WHEREAS, the COUNTY and the VILLAGE have agreed to share the construction costs, construction management fee and contingency costs (design engineering and construction), for the IMPROVEMENTS as described in Paragraphs 2 and 3 of Section II and EXHIBIT C to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the COUNTY and the VILLAGE have agreed to future maintenance responsibilities for the IMPROVEMENTS, as described in EXHIBIT D to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the COUNTY and the VILLAGE are authorized by the terms and provisions of Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and other applicable authority to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking any of them could do individually.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the PARTIES 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.
COUNTY Commitments**

1. The COUNTY shall reimburse the VILLAGE for the construction costs, construction management fee and contingency costs (design engineering and construction) associated with the IMPROVEMENTS in accordance with this AGREEMENT and as more particularly described in Paragraphs 2 and 3 of this Section II and EXHIBIT C.
2. The COUNTY shall pay the VILLAGE an amount equal to \$2,318,865, which is approximately ninety-five percent (95%) of the COUNTY’s anticipated responsibility (\$2,440,910) for the construction costs, construction management fee and contingency costs (design engineering and construction) associated with the IMPROVEMENTS in accordance with this AGREEMENT and as more particularly described in EXHIBIT C, after the VILLAGE awards the IMPROVEMENTS and within thirty (30) days of receiving an invoice from the VILLAGE.

3. The COUNTY agrees to reimburse the VILLAGE for the balance of the COUNTY's responsibility for the final construction costs, construction management fee and contingency costs (design engineering and construction), associated with the IMPROVEMENTS in accordance with this AGREEMENT and as more particularly described in EXHIBIT C, based upon awarded unit prices, within thirty (30) days of receiving an invoice by the VILLAGE following substantial completion of the "IMPROVEMENTS". The PARTIES agree that "substantial completion" is defined as the point in time at which the construction is sufficiently complete so that the IMPROVEMENTS may be fully opened to traffic, as determined by the VILLAGE, although punch list items remain to be completed. The COUNTY's balance under this paragraph is estimated to be \$122,045. Should the COUNTY's initial payment to the VILLAGE pursuant to Paragraph 2 of this Section exceed the COUNTY's final payment obligation for the IMPROVEMENTS, the VILLAGE shall reimburse the COUNTY all surplus funds within sixty (60) days of substantial completion.
4. The COUNTY agrees to pass a supplemental resolution to provide necessary funds for construction costs, construction management fee and contingency costs (design engineering and construction), if the amount appropriated for the COUNTY's obligation is insufficient.
5. Upon completion of the PAVEMENT REPAIRS, the COUNTY shall retain sole jurisdiction and maintenance obligations of the vehicular travel ways of Blivin Street from US 12 to Main Street, including the proposed retaining walls as set forth in EXHIBIT D.

The PARTIES agree that "maintenance" for purposes of this paragraph is defined as any activity necessary to cause the vehicular travel ways, appurtenant drainage system, and retaining walls to function in accordance with COUNTY standards for public improvements.

6. 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 III. VILLAGE Commitments

1. The VILLAGE shall cause the IMPROVEMENTS to be constructed and to perform, or cause to be performed, the construction management and contingency costs (design engineering and construction) for the IMPROVEMENTS in accordance with VILLAGE procedures and requirements.

2. The VILLAGE will bid and award the IMPROVEMENTS. The anticipated bid opening date for the IMPROVEMENTS is April 6, 2026. (The bid opening date is subject to change, dependent upon project readiness and the availability of project funding.)
3. The VILLAGE shall pay for all project costs of the IMPROVEMENTS, including construction, construction management, and contingency costs (design engineering and construction), subject to reimbursement from the COUNTY as described in Section II and EXHIBIT C of this AGREEMENT.
4. The VILLAGE agrees to pass a supplemental resolution to provide necessary funds for the construction, construction management, and contingency costs (design engineering and construction) of the IMPROVEMENTS if the amount appropriated is insufficient.
5. The VILLAGE shall require the successful bidder to name the COUNTY as an additional insured on any liability coverage required under the VILLAGE's contract with the successful bidder.
6. The VILLAGE shall continue to 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.
7. Upon completion of the PEDESTRIAN IMPROVEMENTS and the PARKING IMPROVEMENTS, the VILLAGE agrees to maintain all sidewalks, crosswalk pavement markings, on-street parking (pavement structure and pavement markings) and pedestrian lighting within the downtown area. The VILLAGE shall submit an application for a facility permit to the COUNTY for sidewalks, crosswalk pavement markings, on-street parking, parking restriction signage, and pedestrian lighting along Blivin Street.

The PARTIES agree that "maintenance" for purposes of this paragraph is defined as any activity necessary to cause the sidewalks, crosswalk pavement markings, on-street parking and pedestrian 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.

SECTION IV. Mutual Commitments

1. It is understood by the PARTIES that the VILLAGE and the COUNTY will negotiate a separate intergovernmental agreement regarding the construction of future improvements to Richardson Road from Main Street to Horse Fair Park and Main Street from Blivin Street to the McHenry County Line and apportioning the cost of construction engineering and construction of those future improvements between both PARTIES, with the COUNTY paying at least eighty percent (80%) and the VILLAGE paying twenty percent (20%) thereof.
2. The COUNTY and VILLAGE agree that future maintenance responsibilities for the IMPROVEMENTS shall be as described in EXHIBIT D to this AGREEMENT, which is

attached hereto and is hereby made a part hereof.

**SECTION V.
General Provisions**

3. 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.
4. Nothing contained in this AGREEMENT is intended or shall be construed, 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. The PARTIES shall remain independent with respect to all rights exercised and obligations performed under this AGREEMENT.
5. Each person executing this AGREEMENT warrants and represents (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 the execution and delivery of 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.
6. The Effective Date of this AGREEMENT will be the date upon which this AGREEMENT has been executed by both PARTIES.
7. 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.
8. 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.
9. This AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.
10. 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.
11. 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 Kevin Chrzanowski
Email: KAChrzanowski@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: Bob McMahon, Village President
Email: rmcmahon@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.

12. 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 other PARTY.
13. The PARTIES agree that this AGREEMENT has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The PARTIES further agree that the exclusive venue for all such disputes shall be in the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the PARTIES hereby consent to the personal jurisdiction thereof.
14. This AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this AGREEMENT. Signatures transmitted by facsimile or e-mail, through scanned or electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the PARTIES hereto as if such facsimile or scanned documents were an original executed counterpart.
15. Either PARTY's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.
16. 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.

VILLAGE OF SPRING GROVE

ATTEST:

Kelly Popelka
Village Clerk

By: _____
Bob McMahon
Village President

Date: _____

COUNTY OF MCHENRY

ATTEST:

Joseph Tirio
McHenry County Clerk

By: _____
Michael Buehler
County Board Chairman

Date: _____

EXHIBIT A
Approximate Limits of the IMPROVEMENTS

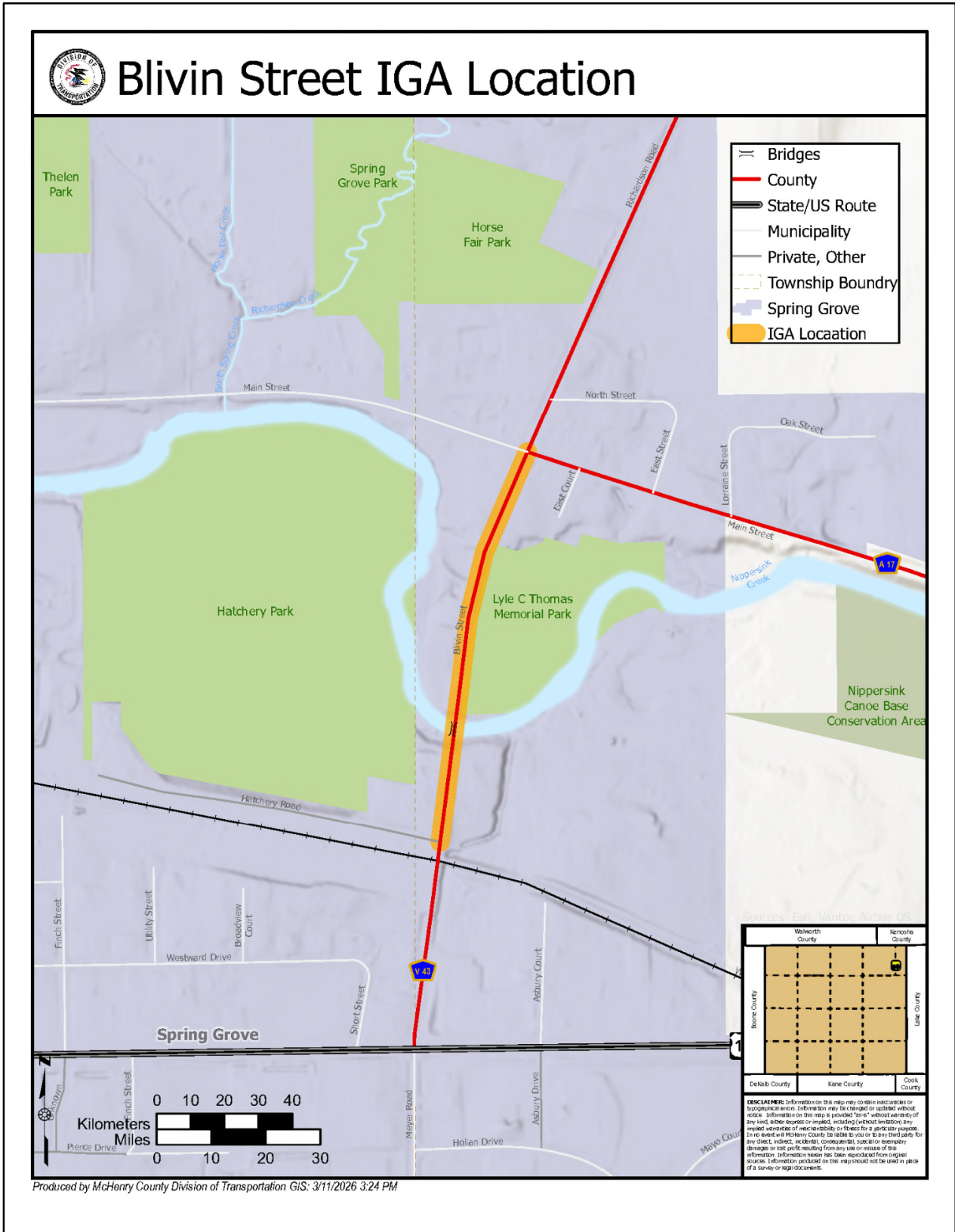


EXHIBIT B Cover of Final Plans

FOR INDEX OF SHEETS, SEE SHEET NO.
FOR LIST OF HIGHWAY STANDARDS, SEE SHEET NO.

TRAFFIC DATA
A/R/ EXISTING (2011)
BLVD STREET 1,200

ROADWAY DESIGN SPEED 25 MPH POSTED SPEED 31 MPH
BLVD STREET

DESIGN DESIGNATION LOCAL ROAD
BLVD STREET

David M. Robinson
Professional Engineer
No. 001-0000000
State of Illinois
April 20, 2011

David M. Robinson
Professional Engineer
No. 001-0000000
State of Illinois
April 20, 2011

David M. Robinson
Professional Engineer
No. 001-0000000
State of Illinois
April 20, 2011

PROJECT LOCATION

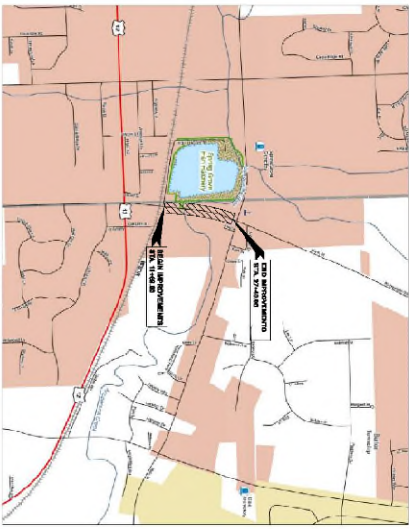
ALL SCALE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT COMPARE TO STANDARD SCALES. IN ANY CASE, MEASUREMENTS ON REDUCED SCALES, THE LARGER SCALES WILL BE USED.

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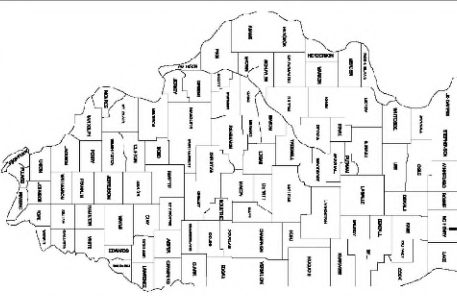
PROJECT ENGINEER: JASON ROYBALD PE
PROJECT MANAGER: STEPHEN BICKING PE, D.WRE, CFM
CONTRACT NO.

VILLAGE OF SPRING GROVE PROPOSED HIGHWAY PLANS C.H. 5 (BLVD STREET) SECTION PROJECT RESURFACING AND PARKING AREA IMPROVEMENTS MCHENRY COUNTY



PROJECT COORDS AND NET LENGTHS
(NOT TO SCALE)
NET LENGTH = 1,388 FT. = 0.26 MILE
BRIDGE CENTERLINE = 200 FT. = 0.04 MILE
GRAND CENTERLINE = 1,571 FT. = 0.29 MILE

SECTION	DATE	BY	REVISION



LOCATION OF SECTION INDICATED THERE -

3000 RESURFACING AND PARKING AREA IMPROVEMENTS
MCHENRY COUNTY, ILLINOIS
PROJECT NO. 11-0000000
DATE: 04/20/11

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
RESURFACING AND PARKING AREA IMPROVEMENTS
MCHENRY COUNTY, ILLINOIS
PROJECT NO. 11-0000000
DATE: 04/20/11

PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS

EXHIBIT C
Cost Participation – Construction and Engineering

Item	Estimated Cost	Portion Attributable to the COUNTY	
		Cost %	COUNTY Total
Construction Cost of the Improvements	\$2,465,000	80%	\$1,972,000
Construction Management Fee	\$235,315	80%	\$188,250
Contingency (Design Engineering and Const.)	\$250,622	80%	\$200,500
Preliminary Engineering Supplement	\$89,063	90%	\$80,160
Project Totals	\$3,040,000		\$2,440,910

Item	Estimated Cost	Portion Attributable to the VILLAGE	
		Cost %	VILLAGE Total
Construction Cost of the Improvements	\$2,465,000	20%	\$493,000
Construction Management Fee	\$235,315	20%	\$47,065
Contingency (Design Engineering and Const.)	\$250,622	20%	\$50,122
Preliminary Engineering Supplement	\$89,063	10%	\$8,903
Project Totals	\$3,040,000		\$599,090

Engineer's Estimate of Probable Cost by HR Green Inc, Dated February 6, 2026

The COUNTY's Estimated Initial Payment at Contract Award (95%) = \$2,318,865
The COUNTY's Estimated Final Payment at Substantial Completion (5%) = \$122,045
The COUNTY's Estimated Total Payment to the VILLAGE = \$2,440,910

EXHIBIT C REFLECTS ESTIMATES OF COSTS. THE ACTUAL COSTS TO THE COUNTY SHALL BE BASED UPON AWARDED UNIT PRICES FOR THE ELEMENTS OF THE IMPROVEMENTS DETAILED ABOVE.

EXHIBIT D
Maintenance Responsibility

Item	Maintenance Responsibility	
	VILLAGE %	COUNTY %
Mainline Roadway Pavement	0%	100%
Curb and Gutter	0%	100%
Storm Sewer and Drainage System	0%	100%
Retaining Walls, Railing and Guardrail	0%	100%
On-Street Parking	100%	0%
Pedestrian Lighting	100%	0%
Sidewalk and Curb Ramps	100%	0%
Crosswalk Pavement Markings	100%	0%