



At the Heart of Community

PUBLIC WORKS DEPARTMENT

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LakeZurich.org

AGENDA ITEM
6E

MEMORANDUM

Date: February 25, 2018
To: Ray Keller, Village Manager
From: Michael J Brown, Director of Public Works
Subject: **Intergovernmental Agreement for Utility Relocation and Right of Way Improvements on Quentin Road**

Issue: The Lake County Department of Transportation (LCDOT) has requested approval of a draft Intergovernmental Agreement (IGA) with the Village of Lake Zurich for the relocation of Village water main and Right of Way improvements for the widening of Quentin Road.

2014-2019 Strategic Plan: This agenda item is consistent with the following objectives under the Strategic Plan.

- **Goal #2 Development:** Expand the Village's role as a major regional economic hub in Lake County.
- **Goal #2 Development:** Continue Route 22 Corridor Development.
- **Goal #3 Infrastructure:** Identify means to enhance pedestrian mobility, such as sidewalks, bike paths, and recreational trails.

Background: LCDOT has approved the widening of Quentin Road from Route 22 in the Village of Lake Zurich limits through the Village of Kildeer to White Pine Road.

Construction activity is scheduled to begin in early spring of 2018 with final completion proposed for early 2019. Due to conflicts with the proposed roadway, Village water main will need to be relocated. Also, the project recommends some pedestrian improvements in the form of sidewalks along the right of way from Route 22 to Cuba Road on the west side. The pedestrian improvements will allow safe travels along Quentin Road that do not exist today.

Additional improvements such as, hardscape and landscape improvements along the right of way and centerline medians are also options that the Village can choose to do, but are not required as a mandatory improvement. If the Village does not choose any additional landscape improvements,

the medians would be standard grass islands and parkway trees. The proposed IGA does not bind the Village to any of the landscaping improvements at this time, final determination can be executed after staff has analyzed the annual maintenance costs associated with the landscape improvements.

Analysis: LCDOT has received approval for the use of Federal Surface Transportation Urban funds (STU) relating to the improvements proposed for Quentin Road including the Village water main, pedestrian, and landscape enhancements. Through the STU program, the Village would be required to fund up to twenty percent of the total construction plus engineering relating to the costs of the water main relocation, pedestrian improvements, and the landscaping enhancements.

See below for a cost breakdown with Village Share:

Item	Total Cost	IDOT	LCDOT	VOLZ
Water Main	\$82,481	\$62,037		\$20,444
Landscaping	\$229,654	\$172,731	\$11,009	\$36,823
Sidewalk	\$392,536	\$295,241	\$77,836	\$19,459

The water main relocation (\$20,444) was included in the FY 2018 water fund, while the sidewalk and landscaping (\$56,282) was planned for the non-home rule sales tax road improvement fund, for a total obligation of \$76,726.

In the coming months, Staff will present options and cost estimates for enhanced landscaping for the parkway medians along Quentin Road through Lake Zurich. Approval of the intergovernmental agreement neither includes nor commits the Village to the additional landscaping.

Recommendation: Approval of the Intergovernmental Agreement for public improvements related to the construction and widening of Quentin Road.

W/Attachments: IGA, Municipal Acceptance Form, Exhibits.

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF LAKE ZURICH
FOR ROADWAY IMPROVEMENTS ALONG
QUENTIN ROAD (COUNTY HIGHWAY 5)
BETWEEN ILLINOIS ROUTE 22 AND WHITE PINE ROAD,
INCLUDING WATERMAIN, SIDEWALK,
HARDSCAPE AND LANDSCAPING IMPROVEMENTS
AND TREE MAINTENANCE**

THIS AGREEMENT is 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 Lake Zurich, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous of making certain permanent roadway and non-motorized facility improvements along Quentin Road (COUNTY Highway 5) from Illinois Route 22 to White Pine Road, including road reconstruction and widening, drainage improvements, construction of multi-use path, sidewalk, landscaping, and the replacement of permanent traffic control signals; and,

WHEREAS, the above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENT. The IMPROVEMENT shall also be referred to as County Section 08-00090-12-CH and is generally depicted in the attached EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Quentin Road from Old McHenry Road to Lake Cook Road and the IMPROVEMENT is located within the section of Quentin Road under the COUNTY’s jurisdiction; and,

WHEREAS, the VILLAGE owns and maintains certain potable water facilities within the project limits in conflict with the proposed IMPROVEMENT, including watermain, hydrants, valves, vaults, and other miscellaneous appurtenances (hereinafter WATERMAIN), for which

relocation or adjustment is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous that the COUNTY should relocate and/or adjust said VILLAGE-owned WATERMAIN in conflict with the proposed IMPROVEMENT and that this relocation work shall be included as part of the IMPROVEMENT as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE is desirous that the COUNTY include the construction of concrete sidewalk along Quentin Road, inclusive of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter SIDEWALK) as part of the IMPROVEMENT, as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE is desirous that the COUNTY include the construction of ornamental stone boulders between the SIDEWALK and the proposed noise abatement walls located on the west side of Quentin Road (hereinafter HARDSCAPE) as part of the IMPROVEMENT, as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE is desirous that the COUNTY include decorative landscaping with an irrigation system within the roadway medians (collectively hereinafter LANDSCAPING) as part of the IMPROVEMENT, as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE WATERMAIN, SIDEWALK, HARDSCAPE and LANDSCAPING shall collectively be known as VILLAGE facilities (hereinafter VILLAGE FACILITIES); and,

WHEREAS, the COUNTY is desirous to include the planting of trees (hereinafter TREES) as part of the IMPROVEMENT and as detailed in the PLANS, without reimbursement from the VILLAGE, and the VILLAGE is desirous to maintain said TREES without reimbursement from the COUNTY; and,

WHEREAS, the COUNTY has received approval for the use of Federal Surface Transportation Urban (STU) funds relating to the IMPROVEMENT, which is programmed through the Lake County Council of Mayors; and,

WHEREAS, the Lake County Council of Mayors is part of the Chicago Metropolitan Agency for Planning (CMAP), which is the designated metropolitan planning organization for northeastern Illinois, which facilitates distribution of these federal funds; and,

WHEREAS, the Illinois Department of Transportation (IDOT) is the implementing agency for STU funding; as such, IDOT will let the IMPROVEMENT. Said STU funding normally covers eighty percent (80%) of the construction and construction engineering supervision costs for federally-eligible items, but the total amount of STU funding to be supplied by IDOT may be fixed; and,

WHEREAS, the approximate limits of existing and proposed VILLAGE FACILITIES and the TREES within the IMPROVEMENT are as indicated in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the estimated total cost to the VILLAGE for its share of the IMPROVEMENT is as indicated in EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and of the VILLAGE; 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 VILLAGE do hereby enter into the following:

SECTION I.
Recitals/Headings

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. It is mutually agreed by and between the parties hereto that 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.
Construction and Maintenance of the IMPROVEMENT
COUNTY Section Number 08-00090-12-CH

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT (hereinafter PLANS) in accordance with Lake County Division of Transportation (LCDOT) policies and standards, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.

As of this writing, the current PLANS are the final set of plans prepared by Civiltech Engineering, Inc., with a submission date of November 13, 2017. Said PLANS, by reference herein, hereby become a part hereof. The VILLAGE shall have the opportunity to review and approve said PLANS with respect to VILLAGE FACILITIES. Said review and approval of the PLANS by the VILLAGE shall not be unnecessarily withheld.

2. It is mutually agreed by and between the parties hereto that the COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by IDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is April 27, 2018. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)
3. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.
4. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for any rights-of-way or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either permanent or temporary.
5. The COUNTY agrees to record all COUNTY Highway rights-of-way that may be acquired in connection with the IMPROVEMENT.
6. The VILLAGE agrees to assist with facilitating the relocation of said WATERMAIN with local VILLAGE residents and property owners including providing notice of any temporary water service interruptions.

7. It is mutually agreed by and between the parties hereto that the COUNTY has prepared the PLANS so as to be eligible for federal funding.
8. If federal funding is available for the WATERMAIN related work (as administered by IDOT), the VILLAGE shall be responsible for one hundred percent (100%) of the costs of the Local Share for the WATERMAIN [the Local Share is commonly equal to twenty percent (20%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and twenty percent (20%) Construction Engineering Supervision costs related to the WATERMAIN].

If federal funding is not available, the VILLAGE shall then be responsible for one hundred percent (100%) of the costs for the WATERMAIN [one hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of the Construction Engineering Supervision costs].

9. The COUNTY agrees to construct the WATERMAIN in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said WATERMAIN is estimated to be \$20,444 assuming federal funding is available, inclusive of Design Engineering costs and Construction Engineering Supervision costs, as indicated in EXHIBIT B to THIS AGREEMENT.
10. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), sets forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new municipal sidewalk within COUNTY Highway rights-of-way.

The VILLAGE agrees that the sharing of costs for the installation of SIDEWALK shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering and construction of the SIDEWALK, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the engineering and construction costs for the SIDEWALK, as provided in EXHIBIT B.

11. If federal funding is available for the SIDEWALK related work (as administered by IDOT), the VILLAGE shall be responsible for twenty percent (20%) of the costs of the Local Share for the Construction and Construction Engineering Supervision of the SIDEWALK [the Local Share is equal to twenty percent (20%) of the Local Match which is twenty percent (20%) of the total cost of Construction and Construction Engineering Supervision for non-motorized facilities constructed in accordance with the cost sharing arrangement of the NON-

MOTORIZED POLICY on projects that also receive federal STU funds. For this project, the Local Share is equal to four percent (4%) for the SIDEWALK]. The VILLAGE shall be responsible for twenty percent (20%) of the costs of the Design Engineering for the SIDEWALK.

If federal funding is not available, the VILLAGE shall then be responsible for twenty percent (20%) of the total costs for the SIDEWALK.

12. The COUNTY agrees to construct the SIDEWALK in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said SIDEWALK is estimated to be \$19,459 assuming federal funding is available, inclusive of Design Engineering costs and Construction Engineering Supervision costs, as indicated in EXHIBIT B to THIS AGREEMENT.

13. If federal funding is available for the HARDSCAPE related work (as administered by IDOT), the VILLAGE shall be responsible for twenty percent (20%) of the costs of the Local Share for the Construction and Construction Engineering Supervision of the HARDSCAPE [the Local Share is equal to twenty percent (20%) of the Local Match which is twenty percent (20%) of the total cost of Construction and Construction Engineering Supervision for the HARDSCAPE on projects that also receive federal STU funds. For this project, the Local Share is equal to four percent (4%) for the HARDSCAPE as the HARDSCAPE will minimize COUNTY maintenance along the noise abatement walls]. The VILLAGE shall be responsible for twenty percent (20%) of the costs of the Design Engineering for the HARDSCAPE.

If federal funding is not available, the VILLAGE shall then be responsible for twenty percent (20%) of the total costs for the HARDSCAPE.

14. The COUNTY agrees to construct the HARDSCAPE in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said HARDSCAPE is estimated to be \$2,752 assuming federal funding is available, inclusive of Design Engineering costs and Construction Engineering Supervision costs, as indicated in EXHIBIT B to THIS AGREEMENT.

15. If federal funding is available for the LANDSCAPING related work (as administered by IDOT), the VILLAGE shall be responsible for one hundred percent (100%) of the costs of the Local Share for the LANDSCAPING [the Local Share is commonly equal to twenty percent (20%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and twenty percent (20%) Construction Engineering Supervision costs

related to the LANDSCAPING].

If federal funding is not available, the VILLAGE shall then be responsible for one hundred percent (100%) of the costs for the LANDSCAPING.

16. The COUNTY agrees to construct the LANDSCAPING in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said LANDSCAPING is estimated to be \$34,071 assuming federal funding is available, inclusive of Design Engineering costs and Construction Engineering Supervision costs, as indicated in EXHIBIT B to THIS AGREEMENT.
17. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for VILLAGE FACILITIES constructed as a part of the IMPROVEMENT is \$76,726 assuming federal funding is available.

The VILLAGE further agrees that upon award of the construction contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the VILLAGE FACILITIES, an amount equal to ninety five percent (95%) of its obligation for the WATERMAIN, SIDEWALK, HARDSCAPE and LANDSCAPING. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$72,890. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the WATERMAIN, LANDSCAPING, HARDSCAPE and SIDEWALK upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$3,836.

18. It is further mutually agreed by and between the parties hereto that the VILLAGE must submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by March 1, 2018 for the VILLAGE FACILITIES, the approval of which shall not be unnecessarily withheld by the COUNTY.
19. It is further mutually agreed by and between the parties hereto that the COUNTY agrees to cause the proposed TREES as detailed in the PLANS to be planted as part of the IMPROVEMENT without reimbursement from the VILLAGE, and the VILLAGE agrees to maintain said TREES without reimbursement from the COUNTY.

20. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the VILLAGE FACILITIES shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the VILLAGE FACILITIES and the TREES within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm.
21. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue maintenance and jurisdictional responsibility over Quentin Road and the VILLAGE shall continue ownership and maintenance responsibility of the WATERMAIN and shall assume ownership and maintenance responsibility over the SIDEWALK, HARDSCAPE and LANDSCAPING constructed as a part of this IMPROVEMENT.

SECTION III.
General Provisions

1. It is mutually agreed by and between the parties hereto that THIS AGREEMENT is subject to the requirements of the agreement between the COUNTY and IDOT relative to the federal funding approved by IDOT for the IMPROVEMENT.

It is further mutually agreed by and between the parties hereto that, should IDOT determine that the costs for the WATERMAIN for the IMPROVEMENT are not eligible for federal funding, the VILLAGE shall be responsible for one hundred percent (100%) of all non-federally eligible costs for the ineligible portion of the WATERMAIN.

It is further mutually agreed by and between the parties hereto that, should IDOT determine that the costs for the SIDEWALK for the IMPROVEMENT is not eligible for federal funding, the VILLAGE shall be responsible for twenty percent (20%) of all non-federally eligible costs for the ineligible portion of the SIDEWALK.

It is further mutually agreed by and between the parties hereto that, should IDOT determine that the costs for the HARDSCAPE for the IMPROVEMENT are not eligible for federal funding, the VILLAGE shall be responsible for one hundred percent (20%) of all non-federally eligible costs for the ineligible portion of the HARDSCAPE.

It is further mutually agreed by and between the parties hereto that, should IDOT determine that the costs for the LANDSCAPING for the IMPROVEMENT are not eligible for federal funding, the VILLAGE shall be responsible for one hundred percent (100%) of all non-federally eligible costs for the ineligible portion of the LANDSCAPING.

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 VILLAGE (including its elected officials, duly appointed officials, 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 all services performed under THIS AGREEMENT.
3. 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, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
4. 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 provision 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.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on March 1, 2018, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to March 1, 2018. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to March 1, 2018, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.

6. It is mutually agreed by and between the parties hereto that 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.
7. 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.
8. It is mutually agreed 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.
9. 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.
10. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No 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 COUNTY, except as provided for in THIS AGREEMENT.
11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by January 1, 2025.

ATTEST:

Village Clerk

VILLAGE OF LAKE ZURICH

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation/ County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chairman
Lake County Board

Date: _____



VILLAGE OF LAKE ZURICH

Proposed Water Main

Proposed Village Sidewalk

Median Plantings

QUENTIN RD

W CUBA RD

VILLAGE OF KILDEER

LEGEND

- Proposed Village Sidewalk
- Proposed Water Main
- Median Plantings
- Proposed Trees

LAKE COUNTY DIVISION OF TRANSPORTATION

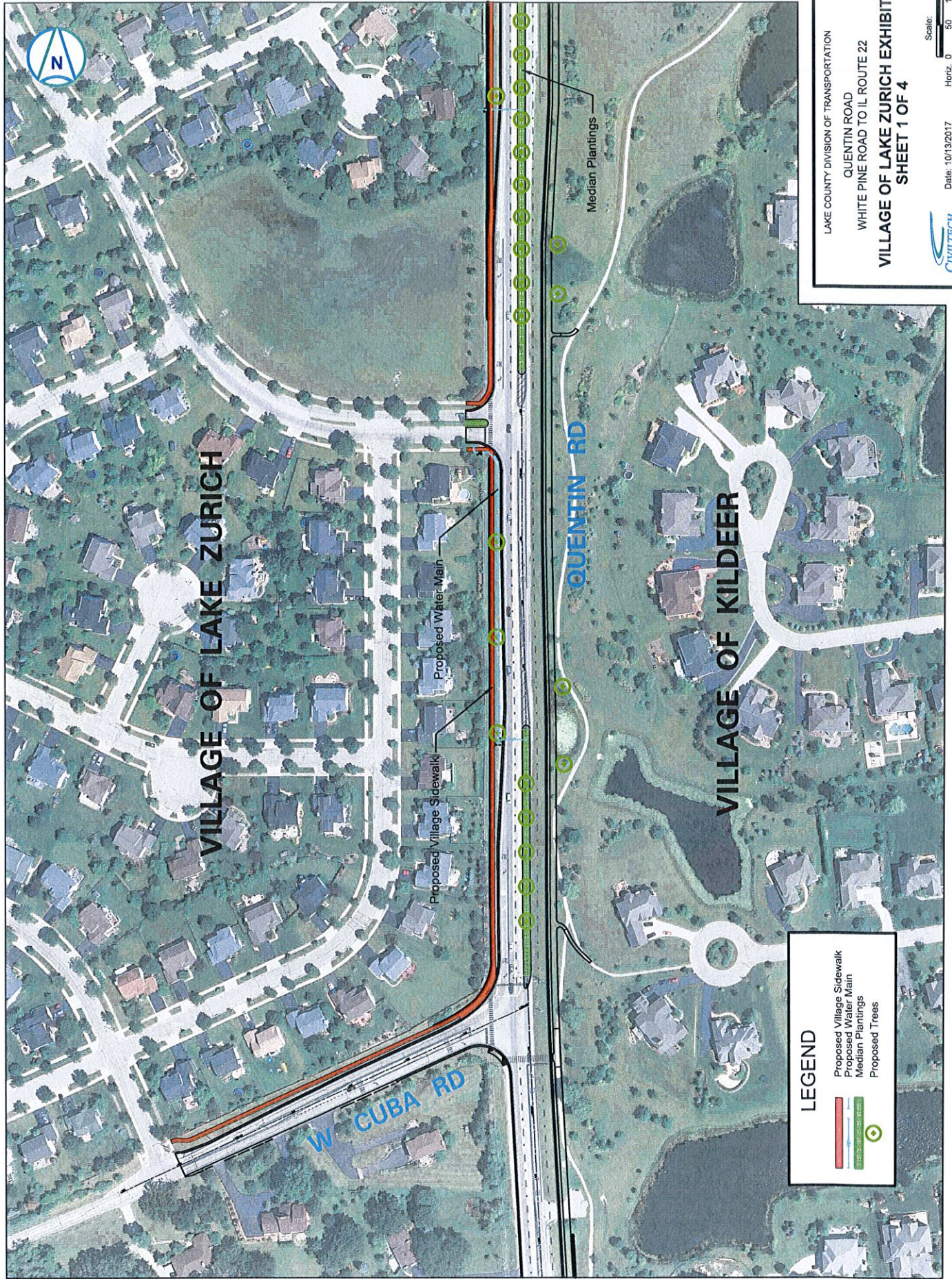
QUENTIN ROAD
WHITE PINE ROAD TO IL ROUTE 22

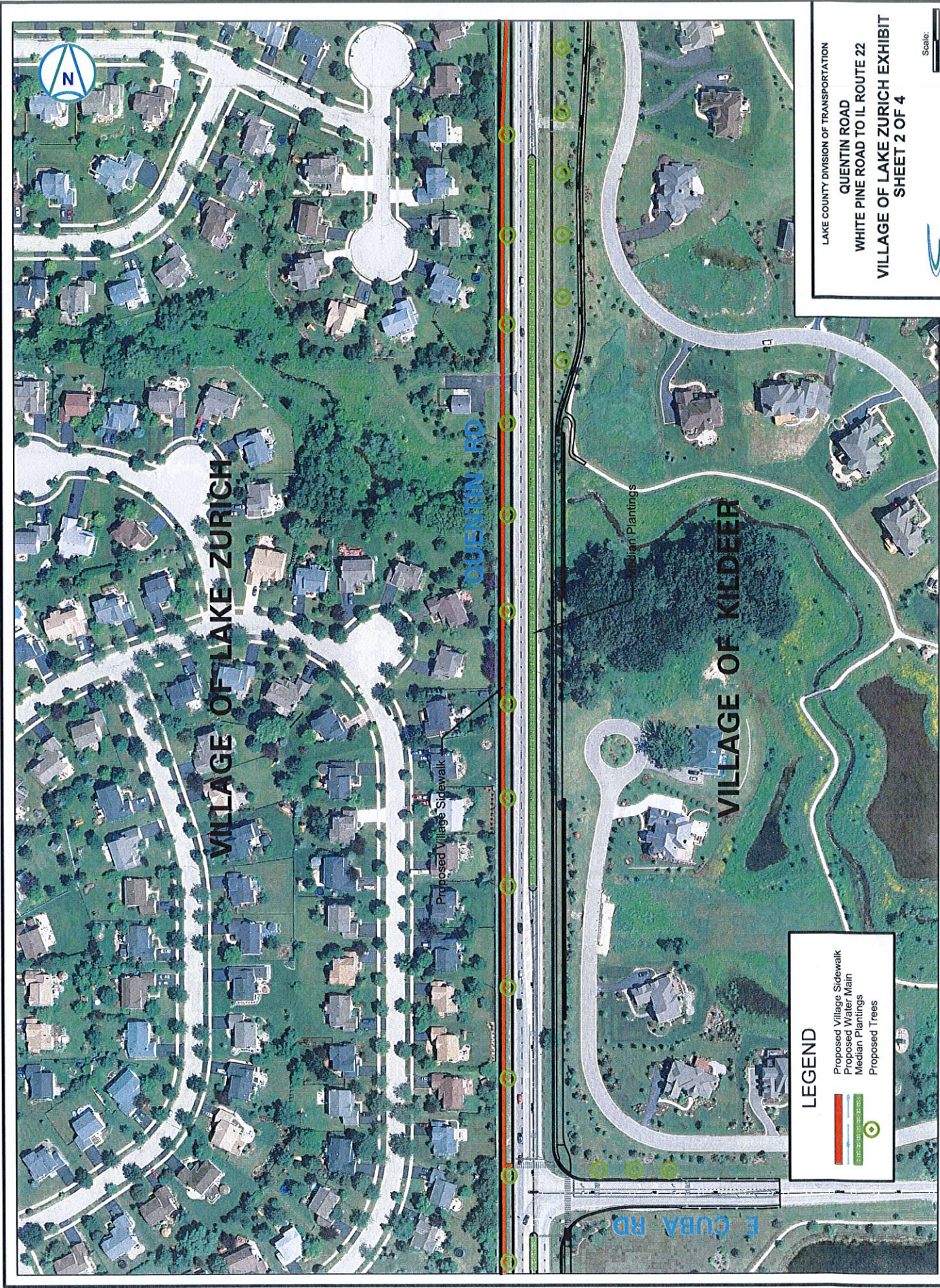
VILLAGE OF LAKE ZURICH EXHIBIT
SHEET 1 OF 4



Date: 10/13/2017

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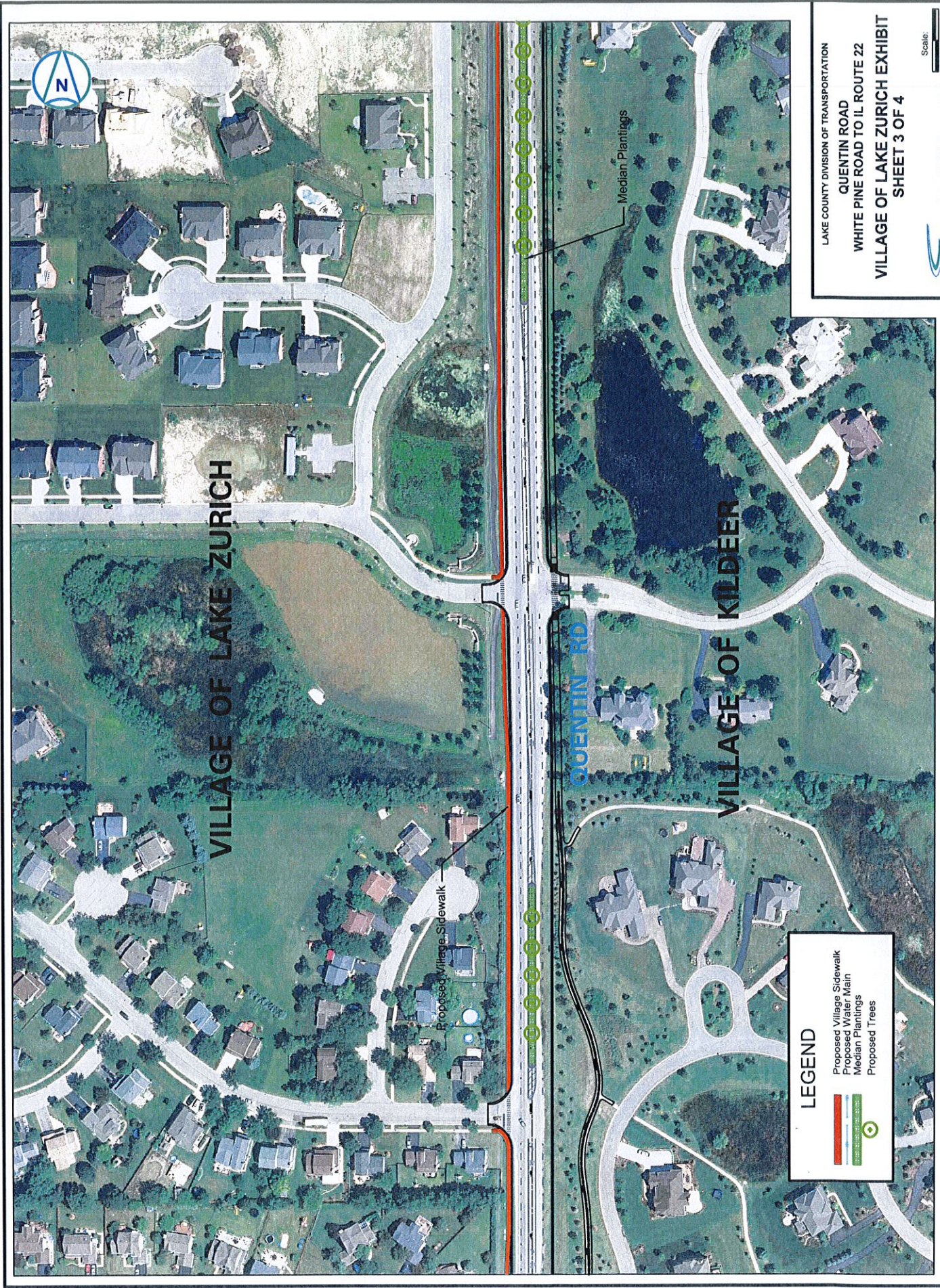


LEGEND

- Proposed Village Sidewalk
- Proposed Water Main
- Median Plantings
- Proposed Trees

LAKE COUNTY DIVISION OF TRANSPORTATION
 QUENTIN ROAD
 WHITE PINE ROAD TO IL ROUTE 22
 VILLAGE OF LAKE ZURICH EXHIBIT
 SHEET 2 OF 4

Date: 10/13/2017
 Scale: 0 50 100
 Horiz. 0 50 100



LAKE COUNTY DIVISION OF TRANSPORTATION
 QUENTIN ROAD
 WHITE PINE ROAD TO IL ROUTE 22
 VILLAGE OF LAKE ZURICH EXHIBIT
 SHEET 3 OF 4

Date: 10/13/2017
 Horiz. 0 50 100
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LEGEND

-  Proposed Village Sidewalk
-  Proposed Water Main
-  Median Plantings
-  Proposed Trees



VILLAGE OF LAKE ZURICH

QUENTIN RD

Proposed Village Sidewalk

IL ROUTE 22

Median Plantings

VILLAGE OF KILDEER

VILLAGE OF HAWTHORN WOODS

LEGEND

-  Proposed Village Sidewalk
-  Proposed Water Main
-  Median Plantings
-  Proposed Trees

LAKE COUNTY DIVISION OF TRANSPORTATION

QUENTIN ROAD

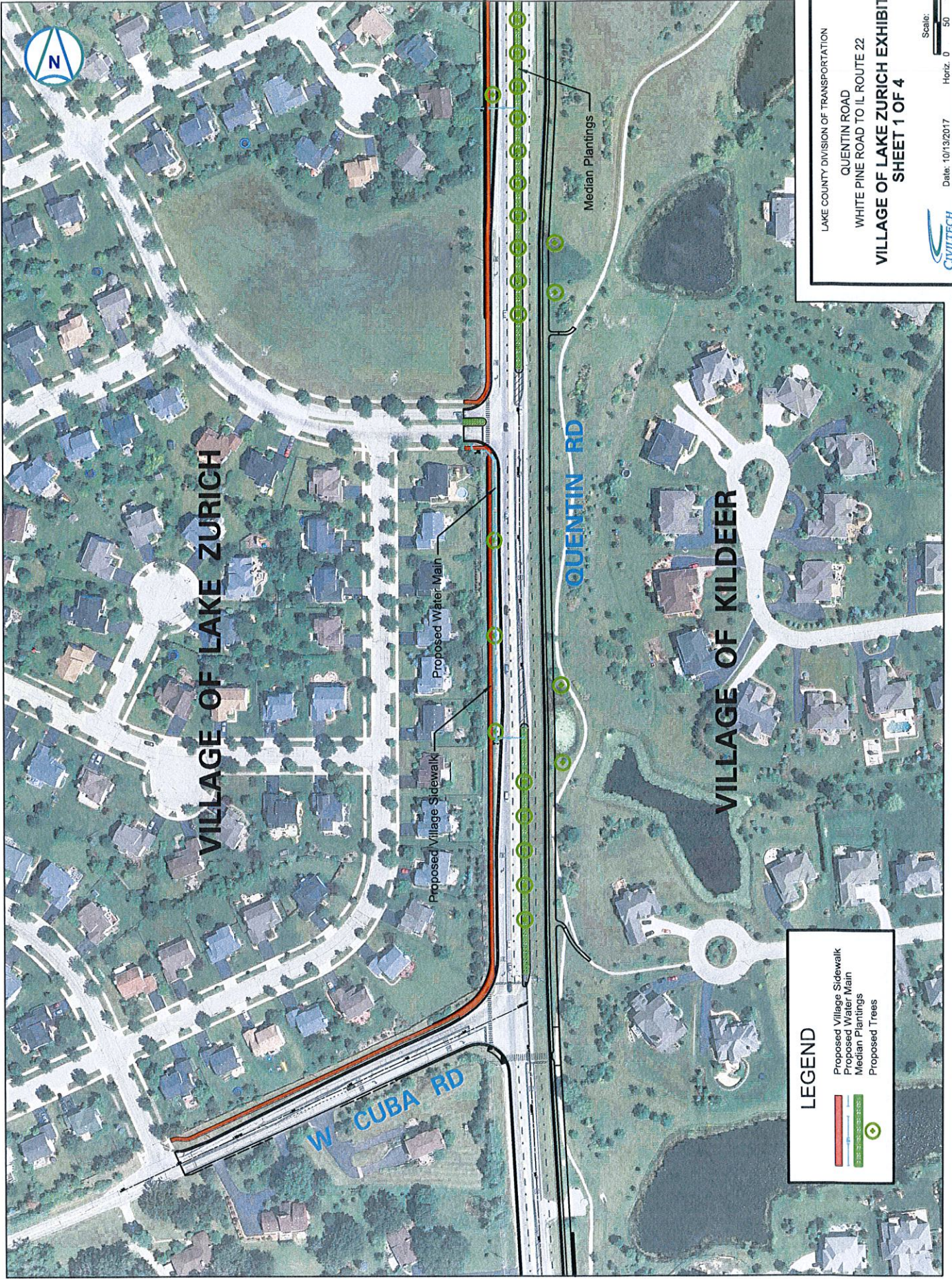
WHITE PINE ROAD TO IL ROUTE 22

VILLAGE OF LAKE ZURICH EXHIBIT
SHEET 4 OF 4



Date: 10/13/2017

Scale: 1" = 50' - 100'
Horiz. 0




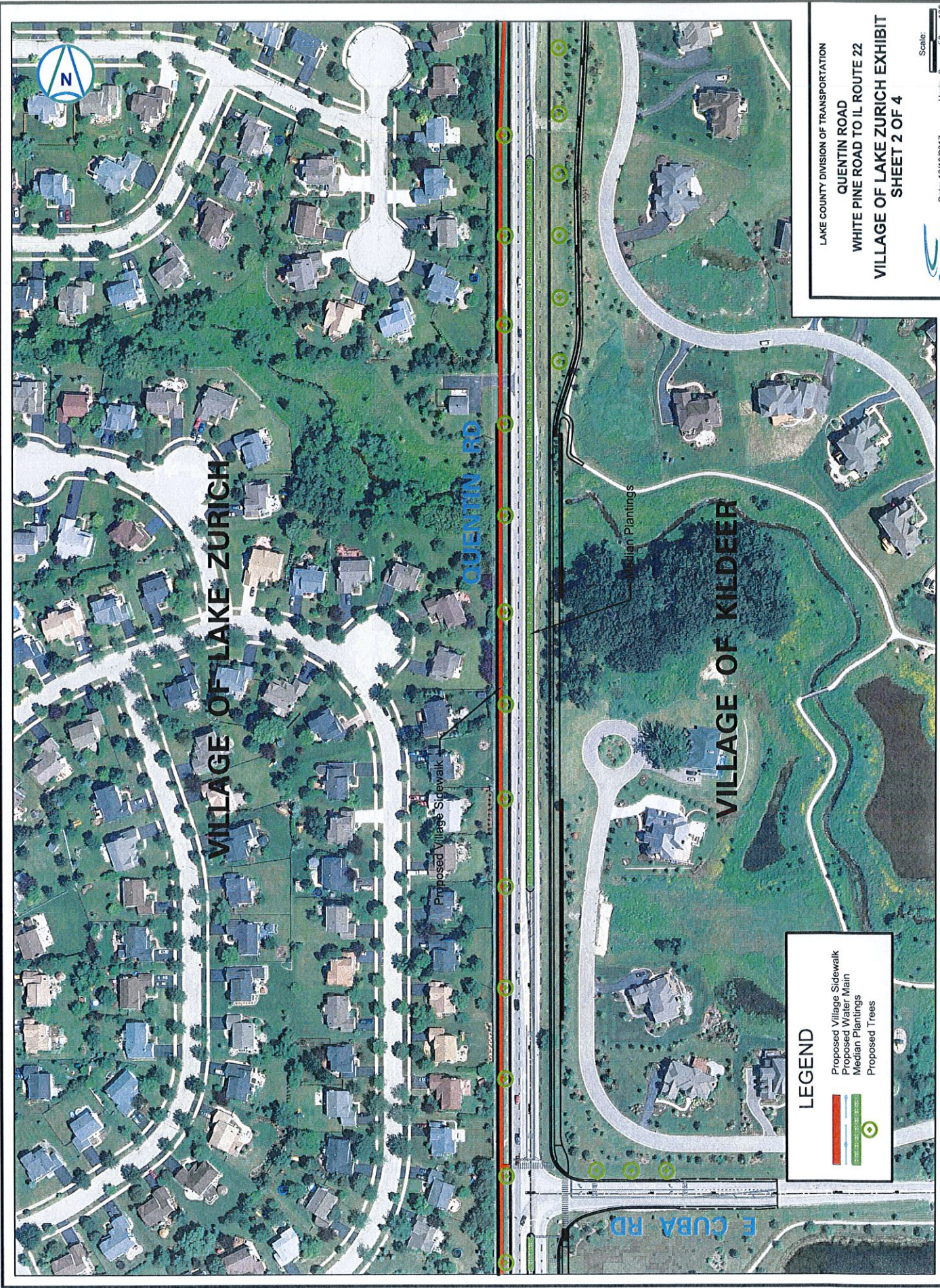
LEGEND

-  Proposed Village Sidewalk
-  Proposed Water Main
-  Median Plantings
-  Proposed Trees

LAKE COUNTY DIVISION OF TRANSPORTATION
 QUENTIN ROAD
 WHITE PINE ROAD TO IL ROUTE 22
VILLAGE OF LAKE ZURICH EXHIBIT
SHEET 1 OF 4

Date: 10/13/2017
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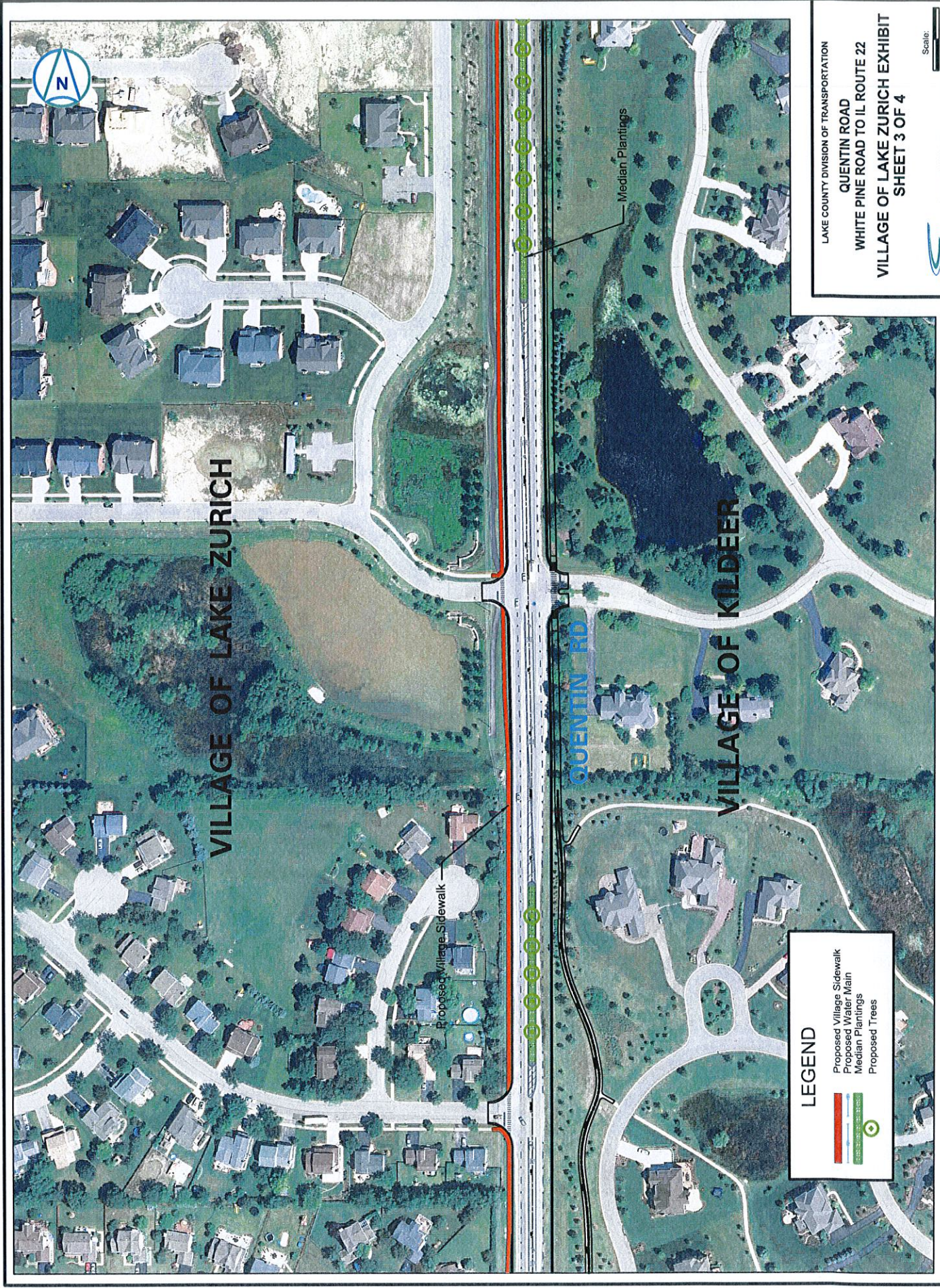
LEGEND

-  Proposed Village Sidewalk
-  Proposed Water Main
-  Median Plantings
-  Proposed Trees

LAKE COUNTY DIVISION OF TRANSPORTATION
 QUENTIN ROAD
 WHITE PINE ROAD TO IL ROUTE 22
 VILLAGE OF LAKE ZURICH EXHIBIT
 SHEET 2 OF 4

Date: 10/13/2017
 Horiz. 0 50 100
 Scale:

CIVILTECH



LEGEND

-  Proposed Village Sidewalk
-  Proposed Water Main
-  Median Plantings
-  Proposed Trees

LAKE COUNTY DIVISION OF TRANSPORTATION
 QUENTIN ROAD
 WHITE PINE ROAD TO IL ROUTE 22
 VILLAGE OF LAKE ZURICH EXHIBIT
 SHEET 3 OF 4

Date: 10/13/2017
 Horiz. 0 50 100
 Scale: 1" = 50'





VILLAGE OF LAKE ZURICH

QUENTIN RD

IL ROUTE 22

VILLAGE OF HAWTHORN WOODS

VILLAGE OF KILDEER

Median Plantings

LEGEND

- Proposed Village Sidewalk
- Proposed Water Main
- Median Plantings
- Proposed Trees

LAKE COUNTY DIVISION OF TRANSPORTATION
 QUENTIN ROAD
 WHITE PINE ROAD TO IL ROUTE 22
 VILLAGE OF LAKE ZURICH EXHIBIT
 SHEET 4 OF 4

Date: 10/13/2017
 Scale: Horiz. 0 50 100

EXHIBIT B
Breakdown of Estimated Cost for Engineering and Construction
County Section 08-00090-12-CH

Improvement	Federal Share	% Cost	COUNTY Share	% Cost	VILLAGE Share	% Cost	Total Cost
WATERMAIN Construction	\$56,397	80%	\$0	0%	\$14,099	20%	\$70,496
WATERMAIN Design Engineering*	\$0	0%	\$0	0%	\$4,935	100%	\$4,935
WATERMAIN Construction Engineering**	\$5,640	80%	\$0	0%	\$1,410	20%	\$7,050
WATERMAIN Total Cost	\$62,037		\$0		\$20,444		\$82,481
SIDEWALK Construction	\$268,401	80%	\$53,680	16%	\$13,420	4%	\$335,501
SIDEWALK Design Engineering*	\$0	0%	\$18,788	80%	\$4,697	20%	\$23,485
SIDEWALK Construction Engineering**	\$26,840	80%	\$5,368	16%	\$1,342	4%	\$33,550
SIDEWALK TOTAL Cost	\$295,241		\$77,836		\$19,459		\$392,536
HARDSCAPE Construction	\$37,960	80%	\$7,592	16%	\$1,898	4%	\$47,450
HARDSCAPE Design Engineering*	\$0	0%	\$2,658	80%	\$664	20%	\$3,322
HARDSCAPE Construction Engineering**	\$3,796	80%	\$759	16%	\$190	4%	\$4,745
HARDSCAPE Total COST	\$41,756		\$11,009		\$2,752		\$55,517
LANDSCAPING Construction	\$93,988	80%	\$0	0%	\$23,497	20%	\$117,485
LANDSCAPING Design Engineering*	\$0	0%	\$0	0%	\$8,224	100%	\$8,224
LANDSCAPING Construction Engineering**	\$9,399	80%	\$0	0%	\$2,350	20%	\$11,749
LANDSCAPING Total Cost	\$103,387		\$0		\$34,071		\$137,458
Total Costs	\$502,421		\$88,845		\$76,726		\$667,992

Source: Engineer's Estimate of Probable Costs prepared by Civiltech, dated 1/23/18

*Design Engineering is calculated at 7% of construction costs. Design Engineering Costs are not federally eligible.

**Construction Engineering is calculated at 10% of construction costs. Construction Engineering Costs are federally eligible.



600 W. Winchester Road
Libertyville, IL 60048
Telephone: 847 377 7400

MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

(Please print or type)

APPLICANT (Name and address): Village of Lake Zurich, 70 East Main Street, Lake Zurich, Illinois 60047
Telephone Number: (847) 438-5141

being a municipal corporation in the State of Illinois, County of Lake, hereby requests permission from the County Engineer of Lake County to locate and maintain the below described Municipal Utility/Facility within the right-of-way limits of a County Highway in accordance with the Lake County, IL Code of Ordinances, as amended.

This Municipal Utility/Facility is described as follows:

1. **Name of County Highway:** Quentin Rd

2. **Location** (distance from nearest intersection, which side of road, etc.): West side of Quentin Road and medians along Quentin Road between W. Cuba Road and IL Route 22.

3. **Type of Municipal Utility/Facility** (watermain, sidewalk, etc.): Sidewalk (including ornamental boulders between sidewalk and noise wall) along west side of Quentin Road from W. Cuba Road to the southwest corner of IL Route 22. Watermain along the west side of Quentin Road from W. Cuba Road to Pheasant Ridge Drive, tree maintenance along the west side of Quentin Road and tree, landscape maintenance, water service and irrigation system within the medians of Quentin Road.

4. **Utility/Facility to be constructed by:** Municipal Crews (contact person): _____
 Contractor (name, address, telephone): _____
 Developer (name, address, telephone): _____
 Other (name, address, telephone): Construction via LCDOT project 08-00090-12-CH

5. **Comments** (if needed): Refer to attached Exhibit(s). For additional details, please refer to the engineering plans for project 08-00090-12-CH prepared by Civiltech Engineering, Inc.

NOTE: This Acceptance is subject to the General Conditions as printed on the reverse side of this form. The Application is only valid when an original signature is provided on page 2.

**GENERAL CONDITIONS FOR MUNICIPAL UTILITY/FACILITY ACCEPTANCE
ON A COUNTY HIGHWAY**

1. In submitting this Acceptance, the Municipality agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.
2. The Municipality shall supply, at its expense, such information or submittals as may be required for review and to make such changes or revisions as required by the Lake County Division of Transportation.
3. Lack of an immediate response to this application form or any information or submittals supplied for review and/or comment shall not be construed as approval or acceptance by the County Engineer or the Lake County Division of Transportation, nor shall they be held responsible for any costs or delays due to the processing time required.
4. The review of the Municipal Utility/Facility shall be based on the primary use of the County Highway right-of-way for the safe and efficient movement of vehicular traffic and the maintenance and improvements needed to support such primary use.
5. The Lake County Division of Transportation shall not be responsible for providing room within the County Highway right-of-way for the Municipal Utility/Facility.
6. This Acceptance does not relieve the Municipality from complying with any statutes, regulations, ordinances or administrative orders of the Federal, State or County Governments or any political subdivision or administrative agencies that may apply to the Municipal Utility/Facility.
7. The Municipality shall obtain permission from the legal property owner of the County Highway right-of-way where the Municipal Utility/Facility will be located.
8. Unless otherwise stated in the issued Highway Permit, the Municipality and its successors and assigns shall be responsible for the following:
 - a. The operation and maintenance of the Municipal Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Municipal Facility in a safe condition for use by the Public, not creating any hazardous conditions, providing any special maintenance which may include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf areas, making changes or revisions to the Municipal Facility needed because of the maintenance operations of the Lake County Division of Transportation or use of the County Highway right-of-way by the General Public and restoring portions of the County Highway right-of-way disturbed by repairs, maintenance, extensions, service connections, and/or other work done to the Municipal Facility without a Highway Permit being issued.
 - b. Any additional costs to the County of Lake and/or its Division of Transportation for road improvements and/or maintenance work due to the location and/or use of the Municipal Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Municipal Facility to accommodate said road improvements and/or maintenance work and/or damage to County Property and/or equipment.
 - c. For indemnifying, defending and holding harmless the County of Lake and the Lake County Division of Transportation including their elected and duly appointed officials, agents, employees and representatives from and against any and all claims, suits, actions, losses, expenses, damages, injuries, deaths, judgments and demands arising from and relating to the location and/or use of the Municipal Facility within the County Highway right-of-way regardless of any limitations of insurance coverage.
 - d. Other items as specified in the Lake County, IL Code of Ordinances, as amended.
9. If a separate application is made by an Applicant other than the Municipality to construct the Utility/Facility, then the Municipality, by submitting this Acceptance form, hereby acknowledges that it will become the successor or assign of this Applicant for the said Utility/Facility.

ATTEST:

FOR THE MUNICIPALITY:

Municipal Clerk

By: _____
Municipal Mayor/President

Date: _____