

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF McHENRY, THE McHENRY TOWNSHIP ROAD  
DISTRICT, AND THE VILLAGE OF WONDER LAKE FOR INDIAN RIDGE  
SUBDIVISION**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 20<sup>th</sup> day of June, 2017, by and between the COUNTY OF McHENRY, a body politic and corporate of 2200 North Seminary Avenue, Woodstock, Illinois 60098 (hereinafter referred to as "COUNTY"), McHENRY TOWNSHIP ROAD DISTRICT, a unit of local government of 3703 North Richmond Road, Johnsburg, Illinois (hereinafter referred to as "ROAD DISTRICT"), and the VILLAGE OF WONDER LAKE, a municipal corporation of 4444 Thompson Road, Wonder Lake, Illinois 60097 (hereinafter referred to as "VILLAGE").

WHEREAS, on August 2, 2016, the COUNTY approved a resolution creating the Nondedicated Subdivision Road Construction Program and naming specific Nondedicated Subdivision Roads (hereinafter referred to as "NSRs") to become part of the County Highway System, including approximately 6 miles of roads within the Indian Ridge Subdivision in the ROAD DISTRICT;

WHEREAS, said resolution inaccurately included approximately 1,047 feet of roads within the Indian Ridge Subdivision within the VILLAGE's municipal limits;

WHEREAS, on October 19, 2016, the COUNTY's Transportation Committee approved a Letter of Intent which outlined the responsibilities of the COUNTY and the ROAD DISTRICT for eventual improvements to the Indian Ridge Subdivision's NSRs so that the jurisdiction of the roads within that subdivision can be transferred from the COUNTY and accepted by the ROAD DISTRICT;

WHEREAS, on February 21, 2017, the COUNTY approved an Intergovernmental Agreement entitled "Intergovernmental Agreement between the County of McHenry and the McHenry Township Road District for Indian Ridge Subdivision" stating the responsibilities of the COUNTY and the ROAD DISTRICT for engineering services for Indian Ridge Subdivision's NSRs to be accepted by the ROAD DISTRICT;

WHEREAS, as a result of said Intergovernmental Agreement between the County of McHenry and the McHenry Township Road District for Indian Ridge Subdivision, final engineering plans were prepared for Indian Ridge Subdivision's NSRs, hereinafter referred to as the "Final Engineering Plans";

WHEREAS, the next step in the process of transferring the NSRs within the Indian Ridge Subdivision from the COUNTY to the ROAD DISTRICT is to obtain the services of a professional engineering firm to perform construction engineering services and to contract with a contractor qualified to construct the improvements;

WHEREAS, the COUNTY, the ROAD DISTRICT, and the VILLAGE are authorized by

the terms and provisions of Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly;

WHEREAS, the COUNTY has jurisdiction over Salem Road from Hilltop Drive/Seneca Drive and extending east approximately 1,950 feet; Algonquin Drive from Winnebago Drive and extending east approximately 2,437 feet; Oneida Road from Hilltop Drive/Seneca Drive and extending east approximately 470 feet to Ottawa Road; Delaware Road from East Wonder Lake Drive and extending east approximately 1,272 feet; Hiawatha Drive from East Lake Shore Drive and extending east approximately 4,027 feet to Sac Drive; Seminole Drive from East Lake Shore Drive and extending east approximately 4,041 feet to Sac Drive; Chippewa Drive from Hilltop Drive/Seneca Drive and extending east approximately 2,217 feet; Mohawk Drive from Hilltop Drive/Seneca Drive and extending east approximately 2,208 feet; North Oak Street from East Wonder Lake Drive and extending east approximately 2,490 feet; Huron Drive from East Wonder Lake Drive and extending east approximately 1,273 feet; East Lake Shore Drive from Salem Road and extending south approximately 1,974 feet to North Oak Street; Winnebago Drive from Salem Road and extending south approximately 942 feet to Hiawatha Drive; East Wonder Lake Drive from Seminole Drive and extending south approximately 831 feet to North Oak Street; Hilltop Drive/Seneca Drive from Salem Road and extending south approximately 2,034 feet to North Oak Street; Ottawa Road from Algonquin Drive and extending south approximately 564 feet to Hiawatha Drive; Osage Road from Salem Road and extending south approximately 2,267 feet to Huron Drive; and, Ute Road from Hiawatha Drive and extending south approximately 281 feet to Seminole Drive; as depicted on Exhibit A, attached hereto and incorporated herein, (hereinafter said streets shall be collectively referred to as the "Indian Ridge Streets");

WHEREAS, the VILLAGE has jurisdiction over Sac Drive from Hiawatha Drive and extending south approximately 255 feet to Seminole Drive and Salem Road from East Lake Shore Drive and extending east approximately 792 feet to Hilltop Drive/Seneca Drive; as depicted on Exhibit B, attached hereto and incorporated herein (hereinafter said streets shall be collectively referred to as the Village Streets");

WHEREAS, the Indian Ridge Streets were NSRs functioning more as local streets than regional highways and the Village Streets are functioning more as local streets than regional highways;

WHEREAS, the Indian Ridge Streets are within the ROAD DISTRICT limits and not within any municipal limits and the Village Streets are within the VILLAGE's municipal limits;

WHEREAS, Section 5/5-105 of the Illinois Highway Code grants the authority to make changes to the county highway systems by resolution of the county board and subject to the approval of the Illinois Department of Transportation (hereinafter referred to as "IDOT");

WHEREAS, Section 5/5-105 of the Illinois Highway Code further states that highways removed from the county highway system which do not become part of the State of Illinois highway system shall become part of the township road system;

WHEREAS, Section 5/6-201.3 of the Illinois Highway Code grants the authority to make changes to the township road district system to the highway commissioner; and,

WHEREAS, the transfer of jurisdiction over the Indian Ridge Streets will provide for the ROAD DISTRICT's control of the Indian Ridge Streets and will be beneficial to the residents of both the ROAD DISTRICT and the COUNTY.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are an integral part of this Agreement and are incorporated herein.
2. Lead Agency. The ROAD DISTRICT shall be the lead agency for purposes of this Agreement.
3. Construction Engineering Services. The COUNTY, the ROAD DISTRICT, and the VILLAGE agree to have construction engineering services performed for the Final Engineering Plans for the Indian Ridge Streets and the Village Streets, including, but not limited to documenting existing conditions, preparing contract documentation, coordinating and attending preconstruction and construction meetings, governmental entity coordination, resident coordination, marking, measuring and documenting contract removal pavement, and observing construction is performed in general conformance with the approved plans and specifications, subject to the following:
  - a. The ROAD DISTRICT agrees to retain the services of HR Green, Inc., 420 N. Front Street, McHenry, Illinois 60050, an engineering firm prequalified by IDOT; and,
  - b. The ROAD DISTRICT shall provide copies of the Final Engineering Plans to the COUNTY within fourteen (14) days of receipt for review and approval. The COUNTY shall review and either approve, deny, or provide recommendations to the ROAD DISTRICT for proposed changes to the Final Engineering Plans within twenty-one (21) days of receipt.
  - c. The ROAD DISTRICT shall provide copies of all changes to the Final Engineering Plans to the COUNTY within fourteen (14) days of receipt for input and recommendations.
4. Payment for Construction Engineering Services. The COUNTY, the ROAD DISTRICT, and the VILLAGE agree that the construction engineering services for the Indian Ridge Streets and the Village Streets shall not exceed One Hundred Ninety-Nine Thousand Fifty-eight Dollars and 86/100 (\$199,058.86). All invoices for construction engineering services shall be paid as follows:

a. The ROAD DISTRICT shall pay invoices received from HR Green, Inc. pursuant to the agreement between them; and,

b. On a monthly basis, the ROAD DISTRICT will invoice the COUNTY for the construction engineering services completed by HR Green, Inc. and shall provide a weekly update regarding the progress. Payment shall be due from COUNTY to ROAD DISTRICT fourteen (14) calendar days from the invoice date.

5. Construction. The COUNTY, the ROAD DISTRICT, and the VILLAGE agree to have the Final Engineering Plans constructed for the Indian Ridge Streets and the Village Streets, including, but not limited to reconstructing the pavement and making drainage improvements subject to the following:

a. The ROAD DISTRICT shall solicit bids from IDOT pre-qualified contractors and shall select the lowest responsible bidder.

6. Payment for Construction. The COUNTY, the ROAD DISTRICT, and the VILLAGE agree that the engineering cost estimate for the construction is four million three hundred sixty-three thousand seven hundred dollars and 00/100 (\$4,363,700.00) for the Indian Ridge Streets and one hundred thirty-six thousand three hundred dollars and 00/100 (\$136,300) for the Village Streets. The COUNTY agrees to pay the actual costs to construct the Indian Ridge Streets. The ROAD DISTRICT agrees to pay the actual costs to construct the Village Streets. All invoices for construction shall be paid as follows:

a. The ROAD DISTRICT shall pay invoices received from the lowest responsible bidder qualified to perform the construction pursuant to the agreement between them;

b. On a monthly basis, the ROAD DISTRICT will invoice the COUNTY for the construction work completed by the bidder for the Indian Ridge Streets and shall provide a weekly update regarding the progress. Payment shall be due from COUNTY to ROAD DISTRICT for the Indian Ridge Streets fourteen (14) calendar days from the invoice date; and,

c. Any change to the engineering cost estimate for the Indian Ridge Streets exceeding ten percent (10%) of any line item must be approved by the COUNTY prior to performing the revised construction work.

7. Transfers. Following completion of the construction, the COUNTY, the ROAD DISTRICT, and the VILLAGE agree to the following:

a. The ROAD DISTRICT shall authorize and approve the Indian Ridge Streets be added to the ROAD DISTRICT's township highway system, accept jurisdiction over the Indian Ridge Streets, and cooperate in making application to IDOT for approval of the change by completing the Local Agency Agreement for Jurisdictional Transfer, attached hereto as Exhibit C and incorporated herein;

b. The COUNTY shall authorize and approve the Indian Ridge Streets be deleted from the COUNTY's highway system, transfer jurisdiction over the Indian Ridge Streets to the ROAD DISTRICT, and make application to IDOT for approval of the change by completing the Local Agency Agreement for Jurisdictional Transfer, as set forth on Exhibit C and incorporated herein;

c. Following conveyance of the Indian Ridge Streets from the Indian Ridge Improvement Association, Inc. to the COUNTY, the COUNTY will convey the Indian Ridge Streets to the ROAD DISTRICT by Quitclaim Deed; and,

d. The VILLAGE shall authorize and approve the Village Streets be added to the VILLAGE's municipal street system, accept jurisdiction over the Village Streets, and cooperate in clarifying with IDOT that the Village Streets were inaccurately included in the COUNTY's resolution creating the Nondedicated Subdivision Road Construction Program and naming specific NSRs to become part of the County Highway System when the Village Streets were and remain within the VILLAGE's municipal limits.

e. Nothing contained herein shall convey Indian Ridge Streets that are within the VILLAGE to the ROAD DISTRICT.

8. Indemnification. The COUNTY agrees to indemnify, defend, and hold harmless the ROAD DISTRICT and the VILLAGE, their elected officials, their duly appointed officials, agents, employees, and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the negligent actions of the COUNTY. The ROAD DISTRICT agrees to indemnify, defend, and hold harmless the COUNTY and the VILLAGE, their elected officials, their duly appointed officials, agents, employees and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the negligent actions of the ROAD DISTRICT. The VILLAGE agrees to indemnify, defend, and hold harmless the COUNTY and the ROAD DISTRICT, their elected officials, their duly appointed officials, agents, employees, and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the negligent actions of the VILLAGE.

9. Notices. All notices required by this Agreement shall be delivered by first class, certified, or registered U.S. Mail to the respective parties at the following address:

If to the County:                   McHenry County Division of Transportation  
16111 Nelson Road  
Woodstock, Illinois 60098  
Attention: Joseph R. Korpalski, Jr., P.E.  
Director of Transportation/County Engineer

If to the Road District:       McHenry Township Road District  
3703 N. Richmond Road  
Johnsburg, Illinois 60051

Attention: James E. Condon, P.E.

If to the Village: Village of Wonder Lake  
4444 Thompson Road  
Wonder Lake, Illinois 60097  
Attention: Anthony Topf

10. Parties Independent. It is mutually agreed by and between the parties hereto that nothing contained in this Agreement is intended nor shall be construed in any manner or form as creating or establishing a relationship as partners between the parties hereto, or as constituting the ROAD DISTRICT (including its elected officials, duly appointed officers, agents, employees and representatives) or the COUNTY (including its elected officials, duly appointed officers, agents, employees, and representatives) or the VILLAGE (including its elected officials, duly appointed officers, agents, employees, and representatives) as agents of any of the other parties for any purpose, or in any manner, whatsoever. The COUNTY, the ROAD DISTRICT, and the VILLAGE are to be and shall remain independent of each of the other parties with respect to all services performed under this Agreement.

11. Rights of Third Parties. Nothing herein shall be construed to create any rights or duties to third parties, it being the parties' mutual intent that there be no third party beneficiaries to this Agreement. Any allocation of costs, duties and responsibilities described herein is intended only as an allocation of administrative responsibilities between the COUNTY, the ROAD DISTRICT, and the VILLAGE to facilitate the most economical use of limited public resources and not as an enlargement or diminution of either party's underlying duties or obligations lying in statute or common law.

12. Waiver. Any 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.

13. Modification. This Agreement may be modified by mutual agreement, in writing, by the parties hereto.

14. Severability. 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 if 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.

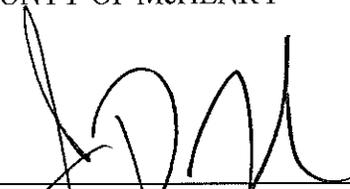
15. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

16. Jurisdiction and Venue. This Agreement shall be interpreted and construed according to the laws of the State of Illinois. Venue for any action arising from this Agreement shall be in the 22<sup>nd</sup> Judicial Circuit Court, McHenry County, Illinois.

17. Authorized Signatory. The parties signing on behalf of the COUNTY, the ROAD DISTRICT, and the VILLAGE represent that they have full and complete authority and are legally authorized to do so.

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

COUNTY OF McHENRY

  
By: Jack D. Franks  
Its: County Board Chairman  
Dated: \_\_\_\_\_

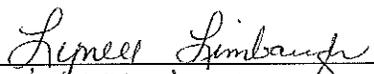
ATTEST

  
  
By: Mary McClellan  
Its: County Clerk  
Dated: \_\_\_\_\_

McHENRY TOWNSHIP  
ROAD DISTRICT

  
By: JAMES E. CONDON  
Its: Mayor  
Dated: 9/14/17

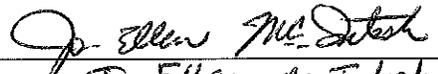
ATTEST

  
By: LYNELL LIMBAUGH  
Its: ADMIN ASST  
Dated: 9/14/17

VILLAGE OF WONDER LAKE

  
By: Anthony E. DPR  
Its: President  
Dated: 9-20-17

ATTEST

  
By: Jo-Ellen McIntosh  
Its: Village Clerk  
Dated: 9-20-17

## RESOLUTION

### RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF WONDER LAKE AND THE MCHENRY TOWNSHIP ROAD DISTRICT FOR THE JURISDICTIONAL TRANSFER OF ROADS WITHIN THE INDIAN RIDGE SUBDIVISION AND PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION FOR THE INDIAN RIDGE SUBDIVISION FOR THE NONDEDICATED SUBDIVISION ROAD CONSTRUCTION PROGRAM AND APPROPRIATING FUNDS

**WHEREAS**, to provide for the deletion of the following County Highways in McHenry Township, Illinois from the County Highway System in McHenry County, Illinois; and

<u>Road</u>	<u>From</u>	<u>To</u>
Algonquin Drive	Winnebago Drive	Eastern Terminus
Chippewa Drive	Hilltop Drive	Eastern Terminus
Delaware Road	Wonder Lake Road	Eastern Terminus
East Lake Shore Drive	Oak Street	Salem Road
Hiawatha Drive	East Lake Shore Drive	Sac Road
Hilltop Drive	Oak Street	Salem Road
Huron Drive	Wonder Lake Road	Eastern Terminus
Mohawk Drive	Hilltop Drive	Eastern Terminus
Oak Street	Winnebago Drive	Eastern Terminus
Oneida Road	Hilltop Drive	Ottawa Road
Osage Road	Huron Drive	Salem Road
Ottawa Road	Hiawatha Drive	Algonquin Drive
Salem Road	Hilltop Drive	Eastern Terminus
Seminole Drive	East Lake Shore Drive	Sac Drive
Ute Road	Seminole Drive	Hiawatha Drive
Winnebago Drive	Hiawatha Drive	Salem Road
Wonder Lake Drive	Oak Street	Seminole Drive

**WHEREAS**, on August 2, 2016, the County Board approved a resolution creating the Nondedicated Subdivision Road Construction Program; and

**WHEREAS**, said resolution named specific Nondedicated Subdivision Roads that are to immediately become part of the County Highway System upon approval by the Illinois Department of Transportation which included approximately 6 miles of roads within the Indian Ridge Subdivision in McHenry Township; and

**WHEREAS**, on October 19, 2016, the Transportation Committee approved a Letter of Intent which outlined the responsibilities of the County and Township for eventual improvements to the Indian Ridge Subdivision's roads so that the jurisdiction of the roads within that subdivision can be transferred from the County to the Township as required by IDOT; and

**WHEREAS**, on February 21, 2017, the County Board approved an Intergovernmental Agreement for engineering services to design improvements to the Indian Ridge Subdivision's roads so that the jurisdiction of the roads within that subdivision can be transferred from the County and accepted by the Township as required by IDOT; and

**WHEREAS**, the next step in the process of transferring the Nondedicated Subdivision Roads

within the Indian Ridge Subdivision from the County to the Township is to obtain the services of a professional engineering firm to perform construction engineering services and contract with a qualified contractor to construct the improvements; and

**WHEREAS**, McHenry Township has selected HR Green, Inc., of McHenry, Illinois to perform said professional construction engineering services and shall advertise to seek competitive bids following IDOT Motor Fuel Tax procurement requirements for construction; and

**WHEREAS**, this Intergovernmental Agreement allows the Township to invoice the County for all construction engineering work completed up to a maximum of \$199,058.86; and

**WHEREAS**, this Intergovernmental Agreement allows the Township to invoice the County for the actual construction costs completed (engineer's estimate of \$4,500,000.00) less the portion of Salem Road and all of Sac Drive (engineer's estimate of \$136,300.00); and

**WHEREAS**, the McHenry County Board and the McHenry Township Road District are in agreement to transfer jurisdiction of the above listed highways to the Township per said intergovernmental agreement attached hereto and hereby made a part hereof.

**NOW THEREFORE BE IT RESOLVED**, by the County Board of McHenry County that the Intergovernmental Agreement between the McHenry Township Road District, the Village of Wonder Lake and the County of McHenry to perform Construction Engineering Services and Construction for the Indian Ridge Subdivision as part of the Nondedicated Subdivision Road Construction Program is hereby approved, subject to McHenry County State's Attorney approval; and

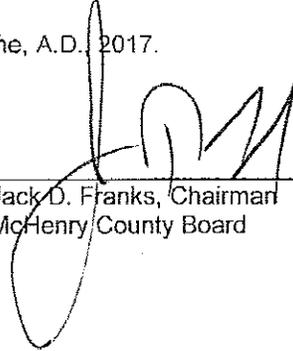
**BE IT FURTHER RESOLVED**, that there is hereby appropriated from the County's FY2017 budget the sum of one hundred ninety-nine thousand fifty-eight dollars and eighty-six cents (\$199,058.86) from the Motor Fuel Tax Fund, OCA code 820110-4455 for said Construction Engineering and four million three hundred sixty-three thousand seven hundred dollars (\$4,363,700.00) from the Motor Fuel Tax Fund, OCA code 820110-6095 for said Construction; and

**BE IT FURTHER RESOLVED**, that this project is hereby designated as Section 17-00466-00-RS; and

**BE IT FURTHER RESOLVED**, that the County Board Chairman is hereby authorized to execute said intergovernmental agreement; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby directed to transmit a certified copy of this resolution to the County Administrator, Associate County Administrator-Finance, Director of Planning and Development, and seven certified copies to this resolution to the Director of Transportation/County Engineer, one will be forwarded to the McHenry Township Road District, and five to the Illinois Department of Transportation through its regional engineer's office at Schaumburg, Illinois.

**DATED** at Woodstock, Illinois, this 20th day of June, A.D. 2017.

  
\_\_\_\_\_  
Jack D. Franks, Chairman  
McHenry County Board

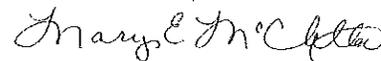
ATTEST:  
  
\_\_\_\_\_  
Mary E. McClellan, County Clerk

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF MCHENRY     )

16.2 G3

I, Mary E. McClellan, County Clerk within and for said County and State aforesaid, do hereby certify the attached to be a true and complete copy of a Resolution R-201706-82-153 Approving an Intergovernmental Agreement with the Village of Wonder Lake and the McHenry Twp Road District for the jurisdictional transfer of roads within the Indian Ridge Subdivision and professional engineering services and construction for the Indian Ridge Subdivision for the Nondedicated Subdivision Road construction program and appropriating funds.

WHEREOF I have hereunto subscribed my hand and affixed the official seal of said County, at my office in Woodstock, Illinois this 7th day of September, 2017



McHenry County Clerk

## RESOLUTION - SUPERMAJORITY

### RESOLUTION APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE MCHENRY TOWNSHIP ROAD DISTRICT AND THE VILLAGE OF WONDER LAKE FOR THE NONDEDICATED SUBDIVISION ROAD CONSTRUCTION PROGRAM FOR THE INDIAN RIDGE SUBDIVISION AND AUTHORIZING AN EMERGENCY APPROPRIATION IN THE DIVISION OF TRANSPORTATION'S FY2017 BUDGET

**WHEREAS**, to provide for the deletion of the following County Highways in McHenry Township, Illinois from the County Highway System in McHenry County, Illinois; and

<u>Road</u>	<u>From</u>	<u>To</u>
Algonquin Drive	Winnebago Drive	Eastern Terminus
Chippewa Drive	Hilltop Drive	Eastern Terminus
Delaware Road	Wonder Lake Road	Eastern Terminus
East Lake Shore Drive	Oak Street	Salem Road
Hiawatha Drive	East Lake Shore Drive	Sac Road
Hilltop Drive	Oak Street	Salem Road
Huron Drive	Wonder Lake Road	Eastern Terminus
Mohawk Drive	Hilltop Drive	Eastern Terminus
Oak Street	Winnebago Drive	Eastern Terminus
Oneida Road	Hilltop Drive	Ottawa Road
Osage Road	Huron Drive	Salem Road
Ottawa Road	Hiawatha Drive	Algonquin Drive
Salem Road	Hilltop Drive	Eastern Terminus
Seminole Drive	East Lake Shore Drive	Sac Drive
Ute Road	Seminole Drive	Hiawatha Drive
Winnebago Drive	Hiawatha Drive	Salem Road
Wonder Lake Drive	Oak Street	Seminole Drive

**WHEREAS**, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code; and

**WHEREAS**, on June 20, 2017, the County Board approved a resolution (R-201706-82-153) entering into an Intergovernmental Agreement with the McHenry Township Road District and the Village of Wonder Lake to construct the Nondedicated Subdivision Roads within the Indian Ridge Subdivision in McHenry Township so that they can be jurisdictionally transferred to McHenry Township as required by the Illinois Department of Transportation; and

**WHEREAS**, said resolution appropriated \$4,363,700.00 for the construction from McHenry County's Motor Fuel Tax Fund and the agreement identified that McHenry Township would contribute \$136,300.00 towards improving the municipal streets based on the engineer's cost estimate of \$4,500,000.00 for the entire project; and

**WHEREAS**, the updated engineer's cost estimate prior to advertising for construction bids was \$5,346,954.27; and

**WHEREAS**, the Intergovernmental Agreement stipulated that the County would pay the actual construction costs less the cost to improve the municipal streets which would have required McHenry County to appropriate \$5,210,654.27 which is an additional \$846,954.27 based on the updated engineer's cost estimate; and

**WHEREAS**, on July 6, 2017 bids were opened and the low bid amount was for \$5,797,758.52 of which \$186,634.18 is the bid cost for the municipal streets to be paid for by the Township which would require McHenry County to appropriate \$5,611,224.34 which is an additional \$1,247,524.34 based on the bid amount; and

**WHEREAS**, the McHenry Township Highway Commissioner is requesting that the County only contribute an additional \$800,000 for the construction which is the amount based on the updated engineer's estimate rounded and that McHenry Township shall cover the necessary balance of \$634,058.52; and

**WHEREAS**, the cost responsibility for construction for McHenry County is the original appropriation amount of \$4,363,700.00 plus the additional amount of \$800,000.00 for a total of \$5,163,700.00; and

**WHEREAS**, the Director of Transportation/County Engineer in conjunction with County Administration are requesting emergency appropriations of \$800,000.00 to budget line item OCA 820110-6095 (Motor Fuel Tax Fund - Construction) to the FY2016-2017 budget to be offset by a revenue budget line item entry to OCA 820110-9990 (Motor Fuel Tax Fund - Utilization of Fund Balance) to cover said shortages; and

**WHEREAS**, the Intergovernmental Agreement requires an amendment to the agreement to effect this change between McHenry County and the McHenry Township Road District said amended agreement attached hereto and hereby made a part hereof; and

**WHEREAS**, the Transportation and the Finance & Audit Committees concur with said Intergovernmental Agreement Amendment and Emergency Appropriation request.

**NOW THEREFORE BE IT RESOLVED**, by the County Board of McHenry County that the Amended Intergovernmental Agreement between the McHenry Township Road District, the Village of Wonder Lake and the County of McHenry to perform Construction Engineering Services and Construction for the Indian Ridge Subdivision as part of the Nondedicated Subdivision Road Construction Program is hereby approved, subject to McHenry County State's Attorney approval; and

**BE IT FURTHER RESOLVED**, by this County Board of McHenry County that the County hereby transfers from the County Highway System the highways listed in the table above to the McHenry Township Road District; and

**BE IT FURTHER RESOLVED**, by this County Board of McHenry County, Illinois that an emergency appropriation of eight hundred thousand dollars (\$800,000.00) to OCA 820110-6095 (Motor Fuel Tax Fund - Highway Construction) is hereby authorized in the Division of Transportation's FY2016-2017 budget and is to be offset by a budget line item entry of \$800,000.00 to OCA 820110-9990 (Motor Fuel Tax Fund - Utilization of Fund Balance); and

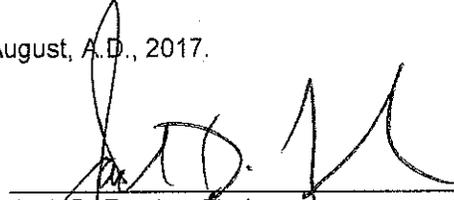
**BE IT FURTHER RESOLVED**, that any reductions in the cost of this project resulting in savings should be shared by the County and Township proportionate to their respective percentage of investment; and

**BE IT FURTHER RESOLVED**, that the County Board Chairman is hereby authorized to execute said intergovernmental agreement; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby directed to transmit a certified copy of this resolution to the County Administrator, Associate County Administrator-Finance, Director of Planning and Development, and five certified copies to this resolution to the Director of Transportation/County Engineer, one will be forwarded to the McHenry Township Road District, one to the

Village of Wonder Lake, and two to the Illinois Department of Transportation through its regional engineer's office at Schaumburg, Illinois.

**DATED** at Woodstock, Illinois, this 15th day of August, A.D., 2017.



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Jack D. Franks, Chairman  
McHenry County Board

ATTEST:



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Mary E. McClellan, County Clerk

ATTACHMENTS:

- amendment to IGA for construction and construction engineering services (PDF)

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF MCHENRY     )

16.2 A16

I, Mary E. McClellan, County Clerk within and for said County and State aforesaid, do hereby certify the attached to be a true and complete copy of a Resolution R-201708-82-204 Approving an amendment to an Intergovernmental Agreement with the McHenry Twp Road Dist and the Village of Wonder Lake for the Nondedicated Subdivision Road construction program for the Indian Ridge Subdivision and authorizing an emergency appropriation in the DOT's FY2017 budget

WHEREOF I have hereunto subscribed my hand and affixed the official seal of said County, at my office in Woodstock, Illinois this 15<sup>th</sup> day of August, 2017

  
McHenry County Clerk