

INTERGOVERNMENTAL AGREEMENT
By and among
THE CITY OF MCHENRY and MCHENRY TOWNSHIP ROAD DISTRICT,
relative to
PEARL STREET AND LINCOLN ROAD

This AGREEMENT, made entered into this 15th day of January, 2018, by and between the CITY OF MCHENRY, McHenry County, Illinois acting by and through its Mayor and City Council (hereinafter referred to as the "City") and the MCHENRY TOWNSHIP ROAD DISTRICT, McHenry County, Illinois acting by and through its Highway Commissioner (hereinafter referred to as "Road District").

WITNESSETH:

WHEREAS, the City and Road District are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1, *et.seq.*); and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine, or transfer any power or function, in any manner not prohibited by law, and to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the City, in order to facilitate the free flow of traffic and improve safety to the motoring public, is desirous of improving a portion of Pearl Street and Lincoln Road. The improvement provides for rehabilitation of such roadways' pavement including pavement milling, pavement patching, sidewalk improvements, new bike path, driveway approach improvements, and pavement markings (the "Project"); and;

WHEREAS, some adjacent portions of the Project lie within the jurisdictions of the City and Road District; and

WHEREAS, the City and Road District believe and hereby declare that said Project will be of immediate benefit to the City and Road District residents and is permanent in nature; and

WHEREAS, the City shall be the lead agency for this Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged and pursuant to the powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follow:

1. The recitals hereinabove set forth are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.
2. To comply with the STP funding requirements for reimbursement, the State of Illinois, through the Illinois Department of Transportation, will administer the funds. This includes letting of the project and award of a contract to the contractor with the City included as a third party.

3. The City, as lead agency, through the Illinois Department of Transportation, shall improve Pearl Street and Lincoln Road. These improvements shall be built in accordance with the contract plans and specifications as approved for letting by the Illinois Department of Transportation and shall include pavement milling, pavement patching, sidewalk improvements, new bike path, driveway approach improvements, and pavement markings. The City shall be the lead agency in this Project and designate HR Green, Inc., McHenry, Illinois as the engineering firm who will provide engineering services.
4. Upon completion of the Project, the City and Road District will keep jurisdiction of respective sections of Pearl Street and Lincoln Road. Upon completion of the project, the City and Road District will keep maintenance responsibilities of their respective sections of their respective sections of Pearl Street and Lincoln Road as currently assigned.
5. The City shall be the lead agency and coordinator for construction and construction engineering.

The construction improvements will provide the following: hot-mix asphalt surface removal, pavement patching, hot-mix asphalt resurfacing, sidewalk improvements, new bike path, driveway approach pavement improvements, and pavement markings. The City will be a third party in an agreement between the State of Illinois (through the Illinois Department of Transportation) and the contractor. The contractor will be paid in full by the State of Illinois, and then the State of Illinois will send the City an invoice for 20% of such construction cost.

The construction engineering will include furnishing of a resident engineer and construction engineering manager and provide or cause to be provided the materials inspection of the project which is to be built in accordance with the approved plans and specifications. The City will enter an agreement with an engineering consultant with the State of Illinois (through the Illinois Department of Transportation) as a third party. The State of Illinois must approve the agreement between the City and the engineering consultant for the City to be eligible for reimbursement of 80% of these engineering costs. The City is responsible to pay the engineering consultant's invoice in full and then submit a reimbursement request to the State of Illinois for 80% of these engineering costs.

To assist the City relative to the Project, the Road District agrees to submit payment to the City, when invoiced by the State or engineering consultant, to cover the anticipated cost of construction at 20% and construction engineering at 20% relative to Lincoln Road for their proportional share of work constructed with their jurisdictional limits.

The anticipated cost of construction and construction engineering of the improvements relative to the Project is shown on Exhibit A, which is attached hereto. The City requests payment for construction (20%) and construction engineering (20%), of the improvements as shown on Exhibit A as follows:

- a. The City's share of the cost of the construction phase and construction engineering phase of the Project is estimated to be \$1,353,720.00;
- b. The Road District's share of the cost of the construction phase and construction engineering phase of the Project is estimated to be \$31,259.00; and

However, the parties agree to pay their actual proportional amount of the costs, based on final costs calculated at the end of construction, regardless of such appropriation amount.

7. The City as lead agency will pay all invoices for construction and construction engineering of this Project. Upon completion of the improvement and final inspection by IDOT, the City and Road District will agree on each agency's final share of the costs for the improvement based on the final actual costs.
8. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR CITY OF MCHENRY:

Wayne Jett
Mayor
City of McHenry
333 S. Green Street
McHenry, Illinois 60050

FOR MCHENRY TOWNSHIP ROAD DISTRICT:

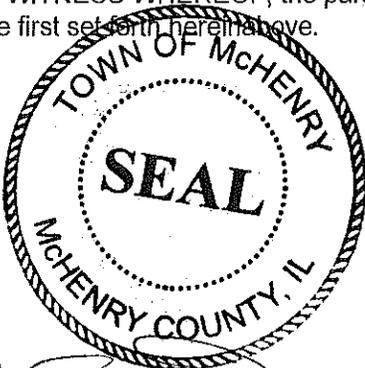
James Condon,
Highway Commissioner
McHenry Township Road District
3703 N. Richmond Road
Johnsburg, Illinois 60051

10. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.
11. Venue for any cause of action taken related In This Agreement shall be in the Circuit Court, McHenry County, Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth hereinabove.

(SEAL)

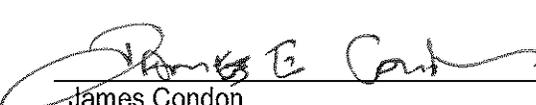
ATTEST:





Dan Alyward
Township Clerk

McHenry Township Road District

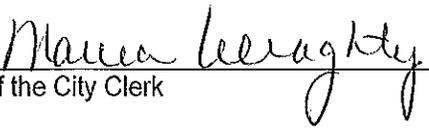


James Condon
McHenry Township Highway Commissioner

(SEAL)

ATTEST:

City of McHenry


Office of the City Clerk


Wayne Jett
Mayor

**Exhibit A
Pearl Street / Lincoln Road Improvements**

CITY OF MCHENRY			
Type of Work	FHWA (STP)	CITY FUNDS	TOTAL
PHASE I AND II ENGINEERING	\$0.00	\$169,200.00	\$169,200.00
PHASE III CONSTRUCTION ENGINEERING	\$133,760.00	\$33,440.00	\$167,200.00
CONSTRUCTION	\$1,238,120.00	\$1,151,080.10	\$2,389,200.10
CITY OF MCHENRY-SUB TOTAL	\$1,371,880.00	\$1,353,720.10	\$2,725,600.10

MCHENRY TOWNSHIP ROAD DISTRICT			
Type of Work	FHWA (STP)	MTRD FUNDS	TOTAL
PHASE I AND II ENGINEERING	\$0.00	\$0.00	\$0.00
PHASE III CONSTRUCTION ENGINEERING	\$8,240.00	\$2,060.00	\$10,300.00
CONSTRUCTION	\$117,880.00	\$29,469.30	\$147,349.30
CITY OF MCHENRY-SUB TOTAL	\$126,120.00	\$31,529.30	\$157,649.30

BREAKDOWN BY TYPE OF WORK	
PHASE I AND II TOTAL	\$169,200.00
PHASE III TOTAL (7%)	\$177,500.00
CONSTRUCTION TOTAL	\$2,536,549.40
TOTAL	\$2,883,249.40