


Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Intergovernmental Agreement (IGA) between Lake County, Illinois and Kenosha County, Wisconsin for traffic safety and capacity improvements to the intersection of County Trunk Highway (CTH) EZ & Russell Road and memorialization of maintenance jurisdiction for Russell Road and CTH WG.	
Original <input checked="" type="checkbox"/> Corrected <input type="checkbox"/> 2 nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted:	Date Resubmitted:
Submitted by: Public Works & Facilities Committee and Finance & Administration Committee	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared by: Ray Arbet	Signature: 

WHEREAS, proposed improvements to the intersection of CTH EZ (also known as “39th Avenue, Lewis Avenue and/or Lake County Highway 27) & Russell Road (also known as Lake County Highway 19 and/or State Line Road) will enhance traffic capacity and safety, and

WHEREAS, the specific intersection improvements will include the construction of a traffic roundabout, stormwater management infrastructure and related features, and

WHEREAS, the intersection straddles the state-line and as such contains features and infrastructure in both Lake and Kenosha Counties, and

WHEREAS, although there is no document memorializing jurisdiction allocation between the counties, Lake County and Kenosha County have historically split maintenance responsibilities for the shared sections of the state-line, consisting of Russell Road and CTH WG in an equitable manner that supports efficient maintenance activities, and

WHEREAS, the attached IGA was jointly developed by Lake County and Kenosha County to outline the key characteristics of the proposed intersection improvement project and memorializes the current maintenance jurisdiction allocation plan, and

WHEREAS, the IGA also specifies that Lake County is responsible for funding the design, Lake County located right-of-way & temporary limited easements, construction and management of the intersection improvement project, and

WHEREAS, the IGA also specifies Kenosha County’s intersection improvement project responsibilities are limited to the purchase and acquisition of the Kenosha County located right-of-way and temporary-limited-easements required to accommodate the project’s construction footprint.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors approves the attached IGA between Lake County and Kenosha County to fund and construct the CTH EZ and Russell Road intersection improvement project and the state-line maintenance jurisdiction allocation plan as outlined, and

BE IT FURTHER RESOLVED THAT, that the Kenosha County Board authorizes the County Executive, County Clerk and Highway Commissioner to sign and approve the attached IGA and prepare and execute any documents related to the IGA to enable the actions as described therein.

Respectfully Submitted:

Public Works & Facilities Committee:

	Aye	Nay	Abstain	Excused
<hr/> Mark Norigian, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Zach Stock, Vice-Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Laura Belsky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Aaron Karow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Tim Stocker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor Brian Thomas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Supervisor John O’Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Finance & Administration Committee:

	Aye	Nay	Abstain	Excused
_____ Supervisor Terry Rose, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Dave Geertsen, Vice-Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Brian Bashaw	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Bill Grady	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor John Poole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Erin Decker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Tim Stocker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE COUNTY OF KENOSHA
FOR INTERSECTION IMPROVEMENTS AT
RUSSELL ROAD (LAKE COUNTY HIGHWAY 19) AND
LEWIS AVENUE (LAKE COUNTY HIGHWAY 27)/ 39TH AVENUE (KENOSHA
COUNTY TRUNK HIGHWAY EZ)
AND FOR THE MAINTENANCE OF
RUSSELL ROAD (LAKE COUNTY HIGHWAY 19) AND
128th STREET/STATE LINE ROAD (KENOSHA COUNTY TRUNK HIGHWAY WG)**

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 and the COUNTY OF KENOSHA, Wisconsin, a municipal corporation and political subdivision of the State of Wisconsin, acting by and through its Board of Supervisors. Lake County and Kenosha County are hereinafter referred to collectively as the “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

THIS AGREEMENT shall be deemed to take effect on the first day of the month following the date that the last authorized agent of the parties hereto affixes his/her signature. THIS AGREEMENT shall continue until December 31, 2072 unless a change is mutually agreed upon, in writing, by both parties.

WITNESSETH

WHEREAS, Lake County is a governmental unit within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and is authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and,

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and,

WHEREAS, Kenosha County is a municipal corporation and political subdivision of the State of Wisconsin as specified in 66.0301 (1)(a); and,

WHEREAS, Wisconsin State Statutes 66.0303 (2) authorizes Wisconsin municipalities to enter into contracts with municipalities of another state; and,

WHEREAS, Russell Road, Lake County Highway 19, is a designated route on the Lake County Highway system which, more or less, follows the state line separating Lake County and Kenosha County; and,

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, Lake County and Kenosha County are desirous of making certain permanent roadway and non-motorized facility improvements to the intersection of Russell Road (Lake

County Highway 19) and Lewis Avenue (Lake County Highway 27)/ 39th Avenue (Kenosha County Trunk Highway EZ) (hereinafter the IMPROVEMENT). Said IMPROVEMENT shall include, but not be limited to, the construction of a roundabout, signage and street lighting, multi-use path, pavement resurfacing, and landscaping and shall be known as Lake County Section 18-00999-57-EG; and,

WHEREAS, the IMPROVEMENT limits are generally depicted on Exhibit A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the Lake County Division of Transportation (hereinafter LCDOT) has maintenance and jurisdictional authority over Russell Road (Lake County Highway 19) and Lewis Avenue south of Russell Road (Lake County Highway 27) and Kenosha County Division of Highways (hereinafter KCDOH) has maintenance and jurisdictional authority over 39th Avenue north of Russell Road (Kenosha County Trunk Highway EZ); and,

WHEREAS, Lake County will construct a roundabout, inclusive of storm sewer, street lighting, landscaping, signage, and multi-use path (hereinafter ROUNDABOUT), as part of the IMPROVEMENT, as a Lake County facility; and,

WHEREAS, Lake County is desirous to perform routine maintenance and capital maintenance for the ROUNDABOUT including the portion that is under KCDOH jurisdiction, and,

WHEREAS, said IMPROVEMENT will require the acquisition of additional rights-of-way and easements (hereinafter ROW) located in both Lake County and Kenosha County; and,

WHEREAS, the completion of the IMPROVEMENT requires a joint effort between Lake County and Kenosha County, specifically for the purposes of acquiring the necessary ROW; and,

WHEREAS, Lake County and Kenosha County, by this instrument, desire to memorialize their respective responsibilities and obligations as related to the ROW necessary for the IMPROVEMENT; and,

WHEREAS, Lake County and Kenosha County by this instrument, are also desirous to memorialize their respective jurisdictional and maintenance obligations as related to 128th Street/State Line Road (Kenosha County Trunk Highway WG) from approximately 900 feet west of US Highway 45 to US Highway 41 and Russell Road (Lake County Highway 19) from US Highway 41 to IL Route 137 (Sheridan Road), both of which, more or less, follow the state line between Lake County and Kenosha County; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the parties do hereby agree to 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.
3. It is mutually agreed by and between the parties hereto that the limits of the IMPROVEMENT are generally depicted on Exhibit A attached to THIS AGREEMENT.

SECTION II.
Responsibilities of Lake County

1. Lake County agrees to prepare all necessary land acquisition and related conveyance documents for the conveyance of the ROW without reimbursement from Kenosha County, and will share with Kenosha County all ROW documents pertaining to ROW that falls within Kenosha County.
2. Lake County agrees to acquire all ROW that fall within Lake County, as identified on Exhibit A, without reimbursement from Kenosha County.
3. Lake County agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT in accordance with LCDOT policies and standards, without reimbursement from Kenosha County.
4. It is mutually agreed by and between the parties hereto that the IMPROVEMENT shall be let and awarded by LCDOT. As of this writing, the letting date for the IMPROVEMENT is currently anticipated for early 2024. The letting date is subject to change and is dependent upon land acquisition, project readiness and the availability of project funding. Lake County acknowledges that construction of the IMPROVEMENT will require a closure of 39th Ave (Kenosha County Trunk Highway EZ). Lake County will make a good faith effort to keep Kenosha County apprised of changes to the letting date.
5. Lake 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, without reimbursement from Kenosha County.
6. It is mutually agreed by and between the parties hereto that upon substantial completion of the IMPROVEMENT, Lake County shall perform ROUTINE AND CAPITAL MAINTENANCE of the ROUNDABOUT, including that section of 39th Avenue from

Russell Road to 25 feet north of the northern median splitter island of the ROUNDABOUT, which is currently under the jurisdiction of Kenosha County, and as generally depicted on Exhibit A to THIS AGREEMENT, without reimbursement from Kenosha County.

7. It is further mutually agreed by and between the parties hereto that upon substantial completion of the IMPROVEMENT, Lake County shall own, operate and maintain all signage and street lighting required for the ROUNDABOUT, including those items within the section of 39th Avenue from Russell Road to 125th Place, which is currently under the jurisdiction of Kenosha County, without reimbursement from Kenosha County.
8. It is mutually agreed by and between the parties hereto that Lake County shall continue to have maintenance and jurisdictional authority over Russell Road (Lake County Highway 19) from US Highway 41 to Illinois Route 137 (Sheridan Road), including the portion that, more or less, follows the state line separating Lake County and Kenosha County, as generally depicted on Exhibit "B" to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof, without reimbursement from Kenosha County.

SECTION III. Responsibilities of Kenosha County

1. Kenosha County agrees to acquire all ROW that fall within Kenosha County, as identified on Exhibit A, without reimbursement from Lake County.
2. In event that Kenosha County is unable to acquire the ROW that fall within Kenosha County through continued and good faith negotiations, Kenosha County agrees to exercise its eminent domain powers and acquire the ROW through condemnation.
3. Kenosha County agrees to record all ROW that is acquired within the limits of Kenosha County.
4. It is mutually agreed by and between the parties hereto that Kenosha County shall continue its maintenance and jurisdictional authority, including snow and ice control, over 39th Avenue north of Russell Road, excluding Lake County's maintenance responsibilities identified in Section III, Items 6-7 above.
5. Kenosha County agrees to coordinate future improvements on 39th Avenue (Kenosha County Trunk Highway EZ) with the Lake County's Director of Transportation/County Engineer, including but not limited to, pavement striping, signage, lighting and landscaping from Russell Road to 125th Place to minimize conflicts with necessary signage, lighting and overall operations of the ROUNDABOUT.
6. It is mutually agreed by and between the parties hereto that Kenosha County shall continue to have maintenance and jurisdictional authority over 128th Street/State Line Road (Kenosha County Trunk Highway WG) from approximately 900 feet west of US

Route 45 to US Highway 41, including the portion that, more or less, follows the state line separating Lake County and Kenosha County, as generally depicted on Exhibit "B" to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof, without reimbursement from Lake County.

**SECTION IV.
Mutual Responsibilities and General Provisions**

1. 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 written and oral agreements and negotiations between the parties hereto relating to the jurisdiction and maintenance of 128th Street/State Line Road (Kenosha County Trunk Highway WG) and Russell Road (Lake County Highway 19).
2. It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, ROUTINE MAINTENANCE shall include items such as snow and ice control, the removal of debris, removal of graffiti from signage, replacement and/or reinstallation of damaged signage, street sweeping, repair of potholes, minor curb repair, televising and cleaning storm sewer, storm sewer structure adjustments, and landscaping maintenance (including but not limited to mowing, removal of vegetation obscuring visibility of signs or limiting sight distance at intersections, and keeping areas around signs and other highway appurtenances clear.). Said ROUTINE MAINTENANCE of the ROUNDABOUT shall be performed by Lake County without reimbursement from Kenosha County so long as Russell Road and Lewis Avenue south of Russell Road remain under the Lake County's jurisdiction or until such time as the ROUNDABOUT is removed.
3. It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, CAPITAL MAINTENANCE shall include replacing items that have outlived their useful life, and shall include items such as full depth pavement patching, resurfacing, pavement widening, pavement reconstruction, storm sewer removal and replacement, pavement striping, replacement of recessed pavement markers, tree removal upon notice from Kenosha County due to clear signs of danger (such as disease, split limbs, or excessive lean), and end of life signage replacement without reimbursement from Kenosha County so long as Russell Road and Lewis Avenue south of Russell Road remain under Lake County's jurisdiction or until such time as the ROUNDABOUT is removed.
4. The parties mutually agree that they shall cooperate with each other to avoid any delay of the proposed construction schedule of this IMPROVEMENT.
5. 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 Kenosha County (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of Lake County for any purpose or in any

manner, whatsoever. Kenosha County is to be and shall remain independent of Lake County with respect to all services performed under THIS AGREEMENT.

6. 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 Lake County or the Lake County's Engineer to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand Lake County Highways as may be best determined, as provided by law.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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 other party, except as provided for in THIS AGREEMENT.

13. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

14. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

a. If to Lake County:

b. Director of Transportation/County Engineer

c. Lake County Division of Transportation

d. 600 West Winchester Road

e. Libertyville, IL, 60048-1381

f. If to Kenosha County:

g. Director

h. Kenosha County Division of Highways

i. 19600 75th Street, Suite 122-1

j. Kenosha County Center

k. Bristol, WI 53104

COUNTY OF KENOSHA

ATTEST:

County Clerk

By: _____
Samantha Kerkman
County Executive

Date: _____

Clement Abongwa
Highway Commissioner
Kenosha County

Date: _____

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chair
Lake County Board

Date: _____