

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE CITY OF NORTH CHICAGO FOR THE
IMPROVEMENT, MAINTENANCE AND JURISDICTIONAL
TRANSFER OF LEWIS AVENUE (COUNTY HIGHWAY 27)
FROM ARGONNE DRIVE TO 14TH STREET AND TO TRANSFER PERMITTING
AUTHORITY FOR LEWIS AVENUE FROM IL ROUTE 137 TO 14TH STREET**

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 City of North Chicago, an Illinois municipal corporation, acting by and through its Mayor and City Council, hereinafter referred to as the CITY. The COUNTY and the CITY 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 improvements to Lewis Avenue (an existing municipal extension of County Highway 27 between Argonne Drive and 14th Street) (hereinafter IMPROVEMENT). Said IMPROVEMENT shall include, but not be limited to, the milling and resurfacing of pavement, storm sewer repairs, concrete curb and gutter repair, landscaping restoration and shall be known as County Section 14-00999-05-RS; and,

WHEREAS, the COUNTY has prepared all surveys, design engineering plans and specifications, bid documents and furnished construction engineering supervision, and caused the IMPROVEMENT to be built in accordance with the approved plans, specifications, and construction contract, (hereinafter PLANS). Said PLANS which by reference herein, hereby become a part hereof (i.e., the final PLANS dated April 27, 2015), prepared by the COUNTY’s Division of Transportation (hereinafter LCDOT); and,

WHEREAS, the IMPROVEMENT is located within the CITY’s corporate limits and the CITY presently has jurisdictional authority over Lewis Avenue from Argonne Drive to 14th Street; and,

WHEREAS, the COUNTY has received bids, awarded the construction contract, furnished construction engineering supervision and caused the IMPROVEMENT to be constructed in accordance with the PLANS without reimbursement from the CITY; and,

WHEREAS, the COUNTY, upon completion of the IMPROVEMENT, is desirous to assume jurisdiction of and add that segment of Lewis Avenue that is currently a municipal extension of COUNTY Highway 27 from Argonne Drive to 14th Street, exclusive of the existing municipal facilities along Lewis Avenue, including but not limited to, watermain, sanitary sewer, sidewalk and street lights (hereinafter MUNICIPAL FACILITIES); and,

WHEREAS, the CITY is desirous to transfer the jurisdiction of Lewis Avenue from Argonne Drive to 14th Street to the COUNTY; and,

WHEREAS, a project location map indicating the approximate IMPROVEMENT limits and the limits of the jurisdictional transfer is attached hereto as EXHIBIT A and is hereby made a part hereof; and,

WHEREAS, the CITY agrees to continue ownership and maintenance responsibility for any of its existing MUNICIPAL FACILITIES along Lewis Avenue and for any MUNICIPAL FACILITIES constructed as part of the IMPROVEMENT and to sign a Municipal Utility/Facility Acceptance on a County Highway form, or forms as the case may be, and maintain said MUNICIPAL FACILITIES in accordance with Chapter 91 of the Lake County Code of Ordinances, as amended, and any successor document; and,

WHEREAS, the CITY and the COUNTY have expressed their desire to partner together to provide maintenance for Lewis Avenue, from Argonne Drive to 14th Street. The CITY agrees to perform routine maintenance (hereinafter ROUTINE MAINTENANCE) and the COUNTY agrees to perform capital maintenance (hereinafter CAPITAL MAINTENANCE); and,

WHEREAS, the parties hereto are each desirous to execute the appropriate Illinois Department of Transportation Local Agency Agreement for Jurisdictional Transfer Form necessary to effect the transfer of Lewis Avenue, from Argonne Drive to 14th Street, to the COUNTY. An example of said Local Agency Agreement is attached hereto as EXHIBIT B and is hereby made a part hereof; and,

WHEREAS, the responsibilities for jurisdictional authority, permitting authority, and maintenance of Lewis Avenue from Illinois Route 137 to Argonne Drive are governed by an agreement between the COUNTY and the CITY dated November 12, 1990 (hereinafter 1990 AGREEMENT); and,

WHEREAS, in accordance with the 1990 AGREEMENT, the COUNTY currently has jurisdictional and permitting authority of Lewis Avenue from Illinois Route 137 to Argonne Drive and that the CITY is currently responsible for maintenance of Lewis Avenue from Illinois Route 137 to Argonne Drive; and,

WHEREAS, in order for maintenance operations and permitting authority to be consistent along the portion of Lewis Avenue located within the CITY, the COUNTY shall transfer permitting authority of Lewis Avenue from Illinois Route 137 to Argonne Drive to the CITY; and,

WHEREAS, the CITY shall retain permitting authority of Lewis Avenue from Argonne Drive to 14th Street; and,

WHEREAS, the IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and the CITY and will be permanent in nature;

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 CITY do hereby agree as follows:

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.
The Design, Construction and Maintenance of the IMPROVEMENT

1. The COUNTY has prepared, or caused 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, as approved by the Illinois Department of Transportation (hereinafter IDOT), at the COUNTY’s sole expense.

As of this writing, the current PLANS are the final set of plans prepared by the LCDOT, dated April 27, 2015. Said PLANS, by reference herein, hereby become a part hereof.

2. It is mutually agreed by and between the parties hereto that the COUNTY has processed the construction of the IMPROVEMENT as let and awarded by the LCDOT. As of this writing, the letting date for the IMPROVEMENT was May 19, 2015.
3. The COUNTY caused the IMPROVEMENT to be constructed and performed, or caused to be performed, the construction engineering supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements as approved by IDOT, without reimbursement from the CITY.
4. The CITY agrees that, by executing THIS AGREEMENT, the CITY concurs in the awarded construction contract for the IMPROVEMENT by the LCDOT in accordance with the standard policies and procedures as adopted and in use by the LCDOT.
5. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the CITY shall continue to own and maintain the MUNICIPAL FACILITIES within the right-of-way of Lewis Avenue, from Argonne Drive to 14th Street, without reimbursement from the COUNTY in perpetuity.

It is further mutually agreed by and between the parties hereto that the CITY must submit to the COUNTY, for the COUNTY's approval, an executed standard form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by December 1, 2016 for the maintenance of the MUNICIPAL FACILITIES within the right-of-way of Lewis Avenue, the approval of which shall not be unreasonably withheld by the COUNTY.

6. It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, the CITY will retain permitting authority for and shall perform ROUTINE MAINTENANCE along Lewis Avenue from Argonne Drive to 14th Street. ROUTINE MAINTENANCE shall include items such as 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,) snow plowing, ice removal and salting of the roadway. Said ROUTINE MAINTENANCE shall be performed by the CITY without reimbursement from the COUNTY in perpetuity.

It is further mutually agreed by and between the parties hereto that the COUNTY shall transfer permitting authority of Lewis Avenue from Illinois Route 137 to Argonne Drive to the CITY and the CITY shall also continue to perform ROUTINE MAINTENANCE of Lewis Avenue from Illinois Route 137 to Argonne Drive without reimbursement from the COUNTY in perpetuity.

It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, the COUNTY shall perform CAPITAL MAINTENANCE along Lewis Avenue from Illinois Route 137 to 14th Street. CAPITAL MAINTENANCE shall include 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 the CITY due to clear signs of danger (such as disease, split limbs, or excessive lean), and end of life signage replacement without reimbursement from the CITY in perpetuity.

7. The CITY agrees that upon completion of the IMPROVEMENT, the permanent traffic control signals and equipment with interconnect at the intersection of Lewis Avenue and Argonne Drive shall continue to be the sole and exclusive property of the COUNTY.

The CITY further agrees that the COUNTY shall have the sole and exclusive right to control, operate, and regulate the sequence and all other aspects of the timing of the permanent traffic control signals and equipment with interconnect along Lewis Avenue within the CITY.

8. The COUNTY agrees to maintain, or cause to be maintained, the traffic control signals and equipment with interconnect and any emergency vehicle pre-emption system (hereinafter EVPS) subject to reimbursement by the CITY as stipulated in the Master Traffic Signal Agreement between the COUNTY and the CITY dated August 18, 2008 (hereinafter TRAFFIC SIGNAL AGREEMENT).
9. The CITY agrees to reimburse the COUNTY for all costs for the repair, replacement, and maintenance and all other work performed for the traffic control signals and equipment with interconnect, the EVPS and the combination poles for the street lights, as defined in said TRAFFIC SIGNAL AGREEMENT.

The CITY further agrees to be responsible for one hundred percent (100%) of energy costs, with no reimbursement from the COUNTY, associated with the traffic signals and equipment with interconnect, the EVPS and the combination poles for street lights as defined in said TRAFFIC SIGNAL AGREEMENT.

10. It is mutually agreed by and between the parties hereto that from time to time said traffic control signals and equipment, the combination poles for street lights, the EVPS and the interconnect shall require modernization, improvement, revision, replacement, major repairs, upgrading, and/or interconnection with adjoining traffic control signals. The CITY agrees, that upon written notification from the COUNTY's County Engineer (hereinafter COUNTY ENGINEER), the CITY shall pay a portion of all future costs for said modernization, improvement, revision, upgrading, replacement, major repairs, and/or interconnection as defined in the TRAFFIC SIGNAL AGREEMENT.

SECTION III. Jurisdictional Transfer

1. The CITY and the COUNTY, by virtue of their powers as set forth in the Illinois Highway Code 605 ILCS 5/5-106, have agreed to a jurisdictional transfer of the currently designated Municipal Extension of County Highway Lewis Avenue from Argonne Drive to 14th Street.
2. The CITY agrees to pass an ordinance, in accordance with Section 4-409 of the Illinois Highway Code, and the policies and procedures of the State of Illinois acting by and through IDOT, transferring jurisdiction of Lewis Avenue, from Argonne Drive to 14th Street, to the COUNTY. The CITY further agrees to execute the appropriate IDOT Local Agency Agreement for Jurisdictional Transfer form. A copy of the current Local Agency Agreement for Jurisdictional Transfer Form is attached to THIS AGREEMENT as EXHIBIT B.
3. The COUNTY agrees to adopt a resolution, in accordance with Section 4-409 of the Illinois Highway Code, and the policies and procedures of IDOT, adding Lewis Avenue from Argonne Drive to 14th Street, to the COUNTY highway system. The COUNTY further agrees to execute the appropriate IDOT Local Agency Agreement for Jurisdictional Transfer Form.
4. Upon completion of the jurisdictional transfer to the COUNTY, the CITY shall have the sole and exclusive right to issue any and all permits for any work, construction, reconstruction, access, and/or placement of any utilities or facilities within the rights-of-way for Lewis Avenue from Illinois Route 137 to 14th Street.

SECTION IV.
General Provisions

1. 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 CITY (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 CITY is to be and shall remain independent of the COUNTY, and vice-versa, with respect to all services performed under THIS AGREEMENT.
2. 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 ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. 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.
4. The CITY agrees, upon completion of the IMPROVEMENT, to indemnify, defend and hold harmless the COUNTY, its elected officials, duly appointed officials, agents, employees and representatives and the LCDOT, its duly appointed officials, agents, employees, and representatives from and against, any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to the ROUTINE MAINTENANCE (or lack thereof) of Lewis Avenue from Argonne Drive to 14th Street as heretofore described.
5. The COUNTY agrees to indemnify, defend and hold harmless the CITY, its elected officials and its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as "claims") arising from and

relating to the design, construction and CAPITAL MAINTENANCE of the IMPROVEMENT of Lewis Avenue from Argonne Drive to 14th Street as heretofore described.

6. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on December 1, 2016, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to December 1, 2016. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to December 1, 2016, 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 their signature.
7. 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.
8. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision 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, the illegality of such provision shall not affect the remaining portions of THIS AGREEMENT.
9. 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.
10. 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.
11. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.

12. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
13. Except where otherwise provided in THIS AGREEMENT, the term of THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both of the parties hereto.

CITY OF NORTH CHICAGO

ATTEST:

City Clerk

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

By: _____
Paula J. Trigg, P.E.
Director of Transportation /County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

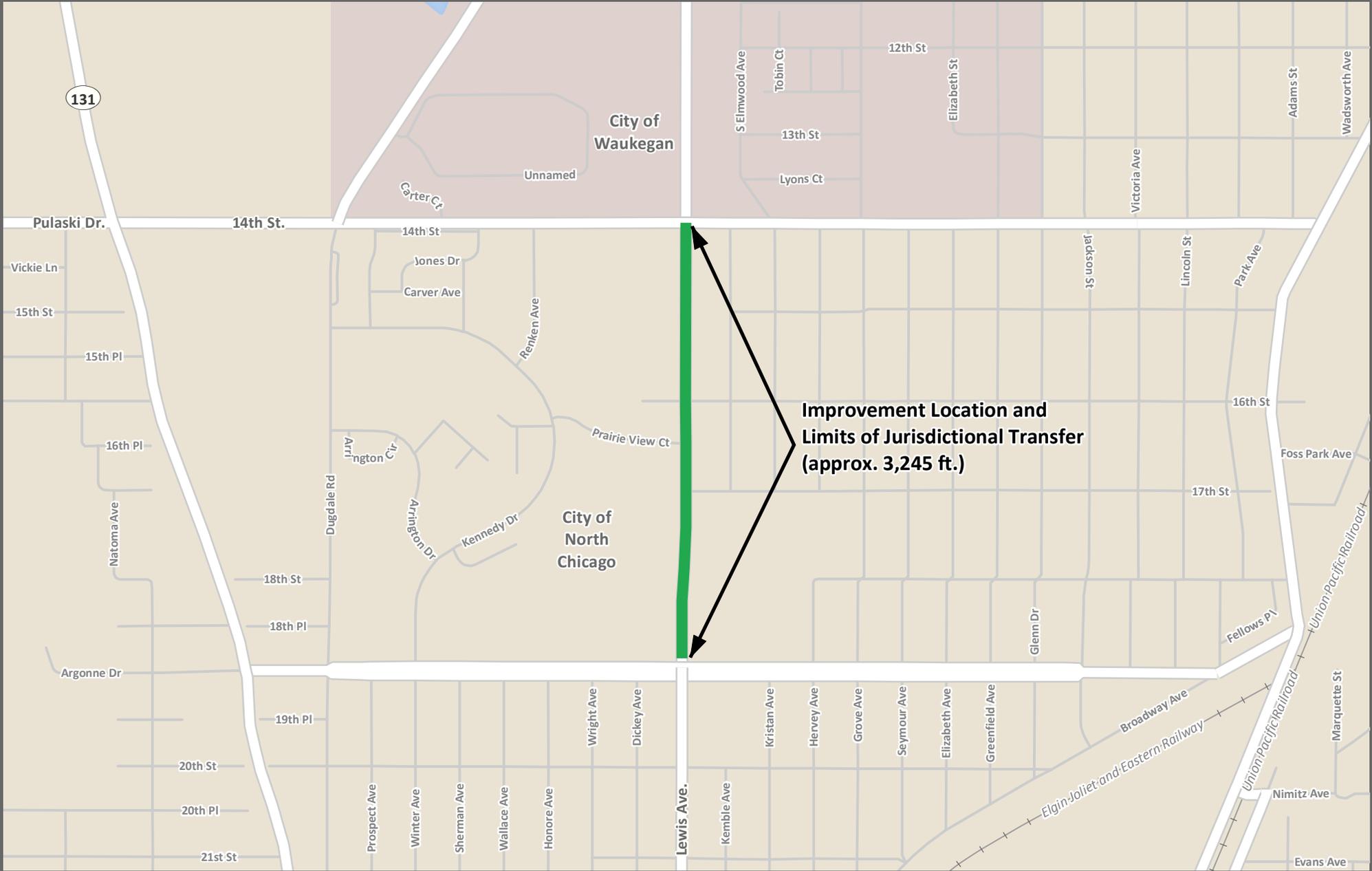
Clerk
Lake County

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A

General Depiction/Location Map of the IMPROVEMENT
(County Section No. 14-00999-05-RS)



**Improvement Location and
Limits of Jurisdictional Transfer
(approx. 3,245 ft.)**

EXHIBIT B
Jurisdictional Transfer Form
(County Section No. 14-00999-05-RS)



**Illinois Department
of Transportation**

**Local Agency Agreement for
Jurisdictional Transfer**

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality: North Chicago	Municipality:
Township/Road District:	Township/Road District:
County:	County: Lake

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Lewis Avenue Route FAU 2730 Length 3,245 ft (0.615 mi)
 Termini North edge of through pavement of Arbonne Drive to south edge of through pavement of 14th Street
, in its entirety.

This transfer does does not include Structure No. N/A

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

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.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval _____ calendar days after _____ .

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Addendum #1 – Location Map, Addendum #2 – County Resolution, Addendum #3 – Municipal Ordinance/Resolution
 (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Leon Rockingham Jr.

Name Aaron Lawlor

Title Mayor
 Chairman County Board/Mayor/Village President/etc.

Title Chairman, Lake County Board
 Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature _____

APPROVED

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date