

**AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE CITY OF WAUKEGAN
FOR CERTAIN ROADWAY IMPROVEMENTS ALONG DELANY ROAD
(COUNTY HIGHWAY 22),
FROM SUNSET AVENUE NORTHWARD TO YORK HOUSE ROAD, INCLUDING
THE INTERSECTION IMPROVEMENTS AND SIGNALIZATION AT THE
INTERSECTION OF DELANY ROAD AND CONTINENTAL DRIVE**

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 WAUKEGAN, an Illinois Municipal Corporation, acting by and through its Mayor, Aldermen 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 along Delany Road (County Highway 22), from Sunset Avenue (County Highway 46) northward to York House Road (County Highway 65). Said roadway improvements shall include, but not be limited to, the following: (1) the widening and reconstruction of Delany Road; (2) the construction of a northbound-to-eastbound right-turn lane at the intersection of Delany Road and Blanchard Road (hereinafter the BLANCHARD ROAD INTERSECTION) and the reconstruction of Blanchard Road eastward from the BLANCHARD ROAD INTERSECTION a length of 212 feet (as measured from the centerline of Delany Road); (3) the construction of a commercial entrance and the addition of right- and left-turn lanes at the intersection of Delany Road and Continental Drive (hereinafter the CONTINENTAL DRIVE INTERSECTION); (4) the installation of traffic control signal devices with equipment, which may or may not contain street lights, emergency vehicle pre-emption system(s) (EVPS) and Lake County PASSAGE, which is the County's system of interconnected traffic signals, cameras and network equipment (hereinafter TRAFFIC SIGNALS) at the CONTINENTAL DRIVE INTERSECTION; and (5) the interconnection of said TRAFFIC SIGNALS at the CONTINENTAL DRIVE INTERSECTION with other traffic signals under the jurisdiction of the COUNTY. The above-listed construction work items labeled (1) through (5), plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENT and shall also be known as **County Section Number 00-00093-17-WR**.

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

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Delany Road (County Highway 22); and,

WHEREAS, the CITY has jurisdictional authority over Continental Drive; and,

WHEREAS, the CITY has jurisdictional authority over portions of Blanchard Road; and,

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

WHEREAS, the approximate limits of work for the CITY's share of the IMPROVEMENT are as indicated in EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof;

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 enter into the following:

SECTION I.
Recitals/Headings

1. It is mutually agreed by and among the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and among 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 of the IMPROVEMENT

A. The COUNTY's Responsibilities

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 in accordance with Lake County Division of Transportation (LCDOT) policies and standards, with reimbursement from the CITY as hereinafter stipulated.
2. The COUNTY agrees to let and award the construction contract for the construction of the IMPROVEMENT.
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, with reimbursement from the CITY 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, with the assistance of the CITY, as outlined hereinunder.
5. The COUNTY agrees to record all rights-of-way and easements, either temporary or permanent, that may be acquired in connection with the IMPROVEMENT, with no reimbursement by the CITY.
6. The COUNTY agrees to maintain, or cause to be maintained, the TRAFFIC SIGNALS at the CONTINENTAL DRIVE INTERSECTION, pursuant to the terms and conditions of the existing master agreement between the COUNTY and the CITY, entitled MASTER AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE CITY OF WAUKEGAN FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS ASSOCIATED WITH COUNTY-OWNED TRAFFIC CONTROL DEVICES. It is mutually agreed by and between the parties hereto that said master agreement exists and has been adopted by both the CITY and the COUNTY.
7. 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 Delany Road.

B. The CITY's Responsibilities

1. The CITY agrees to complete the relocation of those sections of CITY-owned watermain mutually identified as being in conflict with the IMPROVEMENT on or before **October 1, 2010**. The CITY is responsible for one-hundred percent (100%) of all costs relating to said watermain relocation, with no reimbursement by the COUNTY.
2. The CITY agrees to construct, or cause to be constructed, that portion of Blanchard Road abutting the IMPROVEMENT and extending eastward a length of approximately 350 feet. Said portion of Blanchard Road shall be constructed so as to align with the IMPROVEMENT and taper from a three-lane roadway section [with a turn-lane] to a two-lane roadway section (hereinafter the BLANCHARD ROAD TAPER). The CITY is responsible for one-hundred percent (100%) of the costs of the construction of the BLANCHARD ROAD TAPER.

The CITY further agrees to construct the BLANCHARD ROAD TAPER in tandem with the COUNTY's construction activity, ensuring that both the IMPROVEMENT and the BLANCHARD ROAD TAPER are completed simultaneously.

3. The CITY agrees that by executing THIS AGREEMENT, the CITY concurs in the award of the

construction contract by the COUNTY in accordance with the standard policies and procedures as adopted and used by LCDOT.

4. The CITY is responsible for one-hundred percent (100%) of the costs of the construction of right- and left-turn lanes for the commercial entrance at the CONTINENTAL DRIVE INTERSECTION.
5. The CITY's share of the costs for the TRAFFIC SIGNALS at the CONTINENTAL DRIVE INTERSECTION shall be determined in proportion to the number of approaches at said intersection under the jurisdiction of the CITY in relation to all of the approaches at said intersection. As of the writing of this agreement, the CITY is responsible for two (2) approaches at said intersection, thus, the CITY agrees to reimburse the COUNTY for fifty percent (50%) of the costs of the TRAFFIC SIGNALS at the CONTINENTAL DRIVE INTERSECTION.
6. The CITY is responsible for one-eighth (or 12½%) of the total interconnection costs for the IMPROVEMENT. Said total interconnection costs include all costs associated with the interconnection of new, proposed or revised traffic signals at five (5) intersections, which, once completed, shall expand the COUNTY's network of interconnected traffic signals (i.e., Lake County PASSAGE).
7. The CITY agrees to reimburse the COUNTY for design and construction engineering supervision costs in an amount equal to seventeen percent (17%) of the construction costs attributable to the CITY.
8. The CITY agrees that upon award of the construction contract, the CITY 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, an amount equal to seventy percent (70%) of its obligation for the IMPROVEMENT. At such time, it is estimated that the CITY shall owe to the COUNTY an amount equal to \$362,693.33.

The CITY further agrees to pay the remaining thirty percent (30%) of its obligation for the IMPROVEMENT 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 final costs and final contract quantities at contract unit prices for actual work performed. At such time, it is estimated that the CITY shall owe to the COUNTY an amount equal to \$155,440.00.

9. This CITY agrees to assist the COUNTY in obtaining additional Delany Road right-of-way at the northwest and southwest quadrants of the CONTINENTAL DRIVE INTERSECTION.
10. The CITY agrees to grant employees of the COUNTY, and their authorized agents, right of entry onto the CITY's right-of-way to construct the IMPROVEMENT.
11. The CITY agrees that upon completion and acceptance of the TRAFFIC SIGNALS at the CONTINENTAL DRIVE INTERSECTION by the COUNTY's County Engineer, said TRAFFIC

SIGNALS shall become the sole and exclusive property of the COUNTY.

SECTION III.
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 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 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.
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. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on August 1, 2009, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to August 1, 2009. In the event the date that the last authorized agent of the parties hereto affix their signature to THIS AGREEMENT is subsequent to August 1, 2009, 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.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

11. 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, 2015**.

CITY OF WAUKEGAN

ATTEST:

City Clerk

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

Martin G. Buehler, P.E.
Director of Transportation / County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

County Clerk

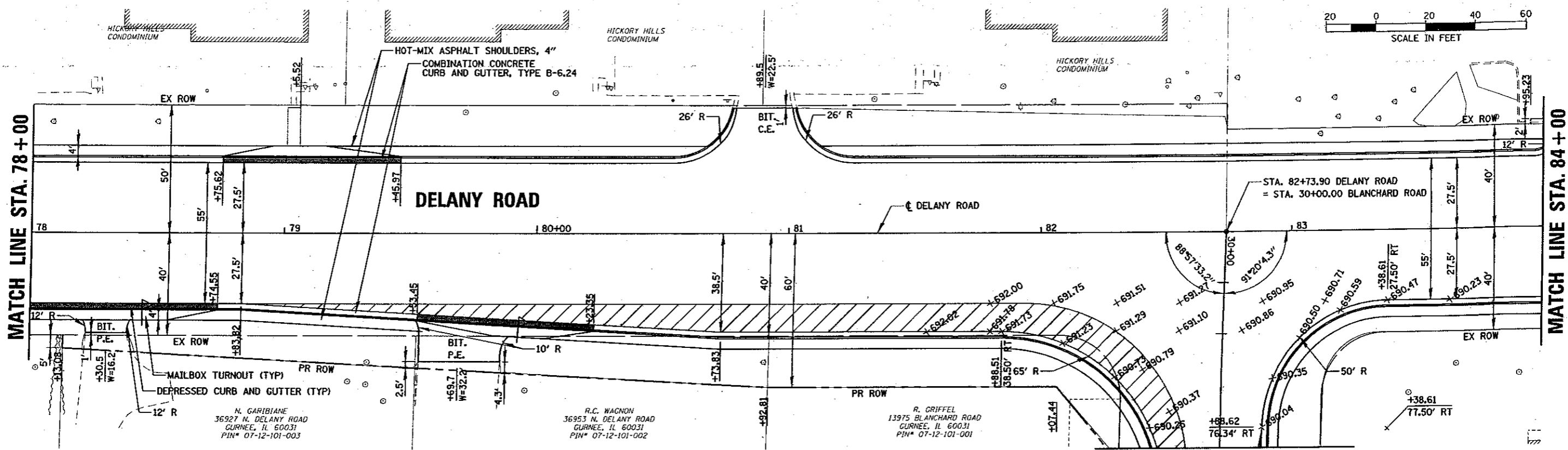
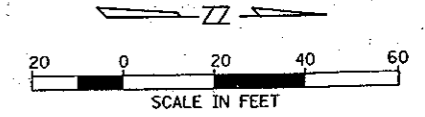
By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A
Estimated Division of Costs for the IMPROVEMENT¹
Delany Road Roadway Improvements
County Section 00-00093-17-WR

Pay Item	Estimated Cost	Portion Attributable to the COUNTY		Portion Attributable to the CITY	
TOTAL PROJECT: Widening and reconstruction of Delany Road (Tannahill Drive to York House Road)	\$ 14,346,347.70	\$ 13,903,498.70		\$ 442,849.00	
Pay Item	Estimated Cost	Portion Attributable to the COUNTY		Portion Attributable to the CITY	
		Percentage	Cost	Percentage	Cost
COST BREAK-OUT No. 1: Delany Road at Blanchard Road Construction of right-turn lane & small portion of Blanchard Road, terminating at a point 212 feet east of the centerline of Delany Road	\$ 130,968.00	0.0%	\$ -	100.0%	\$ 130,968.00
COST BREAK-OUT No. 2: Delany Road at Continental Drive Widening of intersection; construction of right- and left-turn lanes for commercial entrance	\$ 136,631.00	0.0%	\$ -	100.0%	\$ 136,631.00
COST BREAK-OUT No. 3: Delany Road at Continental Drive Installation of permanent traffic control signals and equipment	\$ 295,000.00	50.0%	\$ 147,500.00	50.0%	\$ 147,500.00
COST BREAK-OUT No. 4: Interconnection of Traffic Signals Interconnect equipment at Continental Drive to existing interconnected system	\$ 222,000.00	87.5%	\$ 194,250.00	12.5%	\$ 27,750.00
Subtotal					\$ 442,849.00
Engineering & Construction Supervision <i>(17% of construction costs)</i>					\$ 75,284.33
Total Reimbursable Costs					\$ 518,133.33

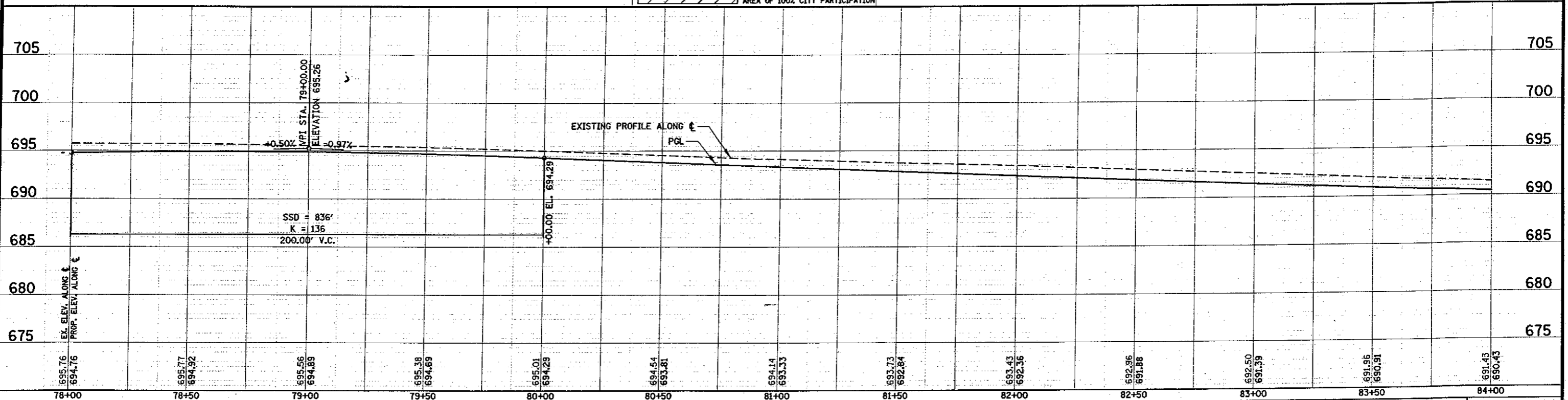
¹ Cost estimate data from *Engineer's Preliminary Estimate of Probable Construction Cost,* dated 6/3/2009, prepared by Christopher B. Burke Engineering, Ltd.



LEGEND

- EXISTING RIGHT OF WAY
- - - PROPOSED RIGHT OF WAY
- - - EXISTING PERMANENT EASEMENT
- ////// TEMPORARY EASEMENT
- ////// PROPOSED PERMANENT EASEMENT
- ==== RIGHT OF ENTRY
- ▨ AREA OF 100% CITY PARTICIPATION

MATCH LINE STA. 30 + 85
BLANCHARD RD.
SEE SHEET NQRPP16

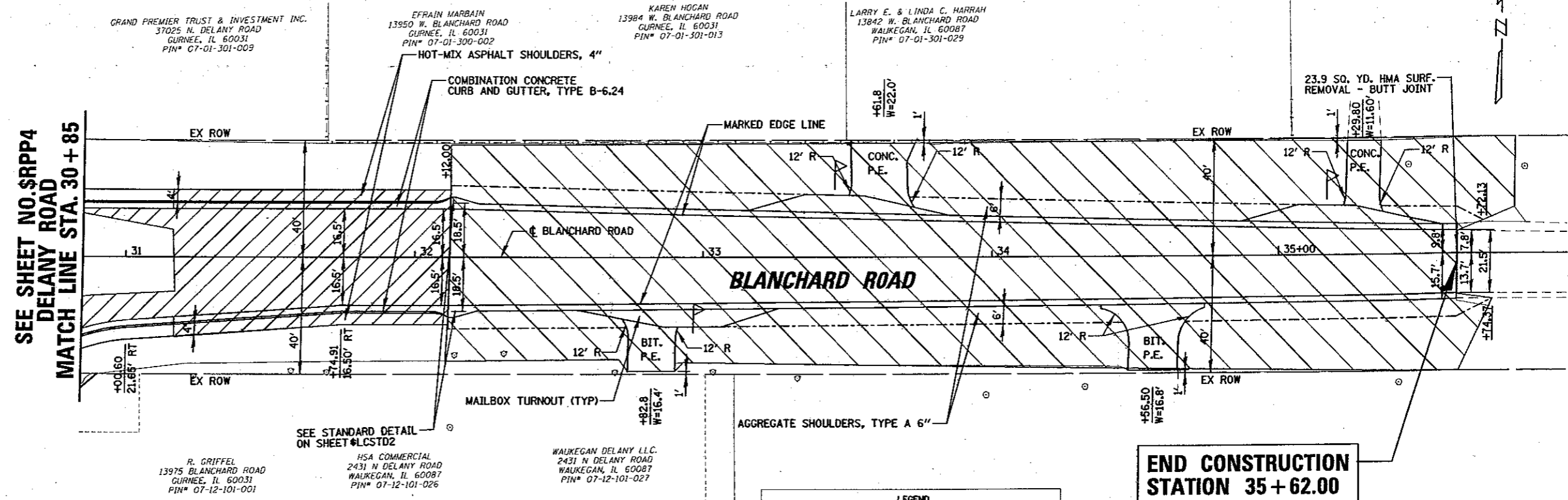
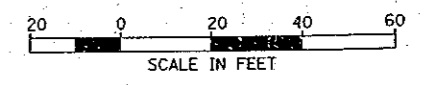


CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

CLIENT: **LakeCounty**
 Division of Transportation

NO.	DATE	NATURE OF REVISION	CHKD.

DSGN	BLL	TITLE:	DELANY ROAD PLAN AND PROFILE STA. 78 + 00 TO STA. 84 + 00
DWN	PMM	PROJECT NO. 01-422862	
CHKD.	JGS	SUNSET TO YORK HOUSE	
SCALE:	20'H 5'V	CITY PARTICIPATION EXH	
DATE:	7/22/2009	DRAWING NO.	EXH-B3



SEE SHEET NO. \$RPP4
 DELANY ROAD
 MATCH LINE STA. 30 + 85

**END CONSTRUCTION
 STATION 35 + 62.00**

LEGEND

- EXISTING RIGHT OF WAY
- - - PROPOSED RIGHT OF WAY
- - - EXISTING PERMANENT EASEMENT
- ////// TEMPORARY EASEMENT
- ////// PROPOSED PERMANENT EASEMENT
- ==== RIGHT OF ENTRY
- ▨ AREA OF 100% CITY PARTICIPATION
- ▨ AREA TO BE CONSTRUCTED BY CITY

GRAND PREMIER TRUST & INVESTMENT INC.
 37025 N. DELANY ROAD
 GURNEE, IL 60031
 PIN# 07-01-301-009

EFFRAIN MARBAIN
 13950 W. BLANCHARD ROAD
 GURNEE, IL 60031
 PIN# 07-01-300-002

KAREN HOGAN
 13984 W. BLANCHARD ROAD
 GURNEE, IL 60031
 PIN# 07-01-301-013

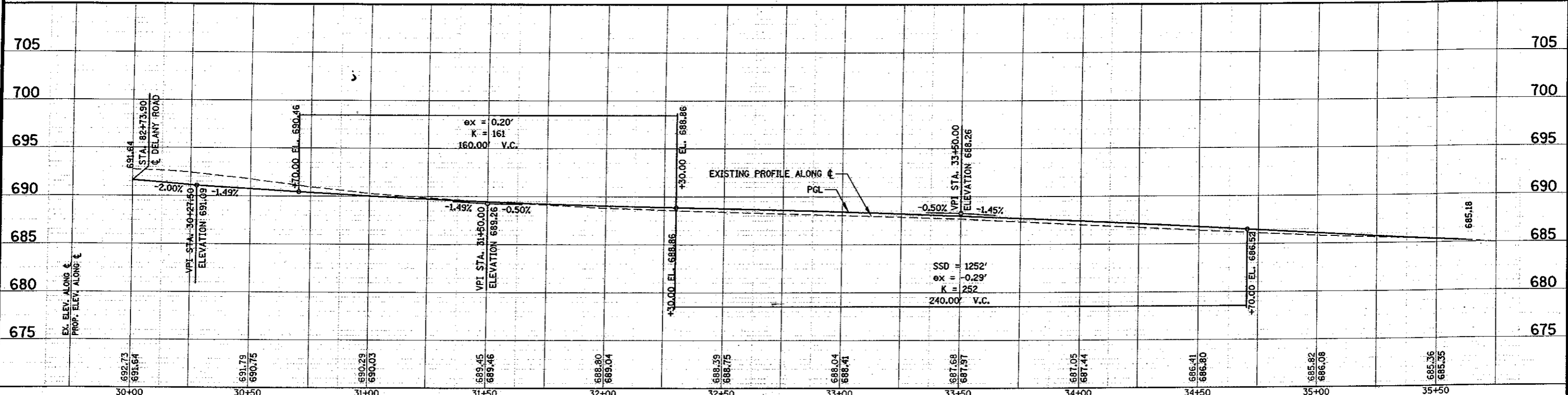
LARRY E. & LINDA C. HARRAH
 13842 W. BLANCHARD ROAD
 WAUKEGAN, IL 60087
 PIN# 07-01-301-029

R. GRIFFEL
 13975 BLANCHARD ROAD
 GURNEE, IL 60031
 PIN# 07-12-101-001

SEE STANDARD DETAIL
 ON SHEET #LCSTD2

HSA COMMERCIAL
 2431 N DELANY ROAD
 WAUKEGAN, IL 60087
 PIN# 07-12-101-026

WALKEGAN DELANY LLC
 2431 N DELANY ROAD
 WAUKEGAN, IL 60087
 PIN# 07-12-101-027



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

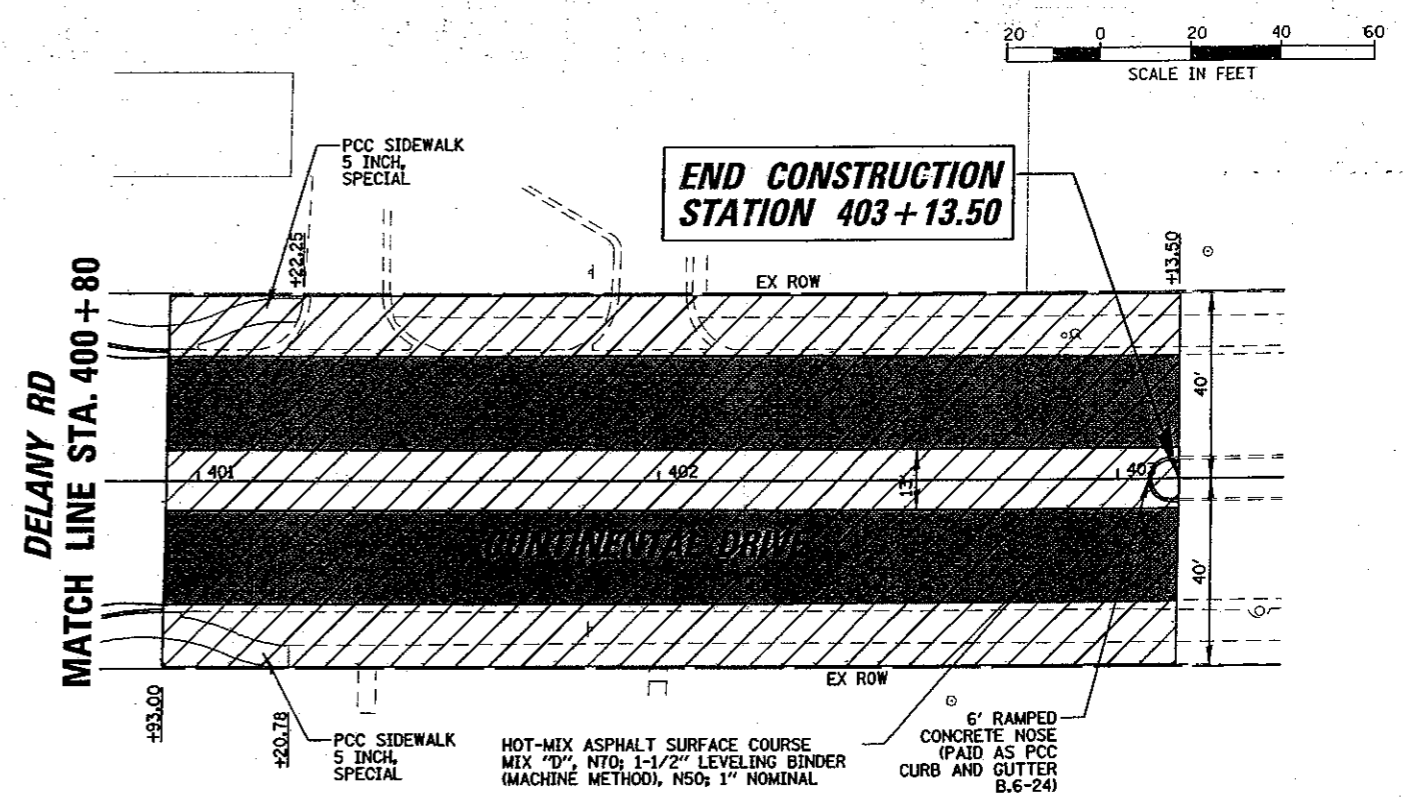
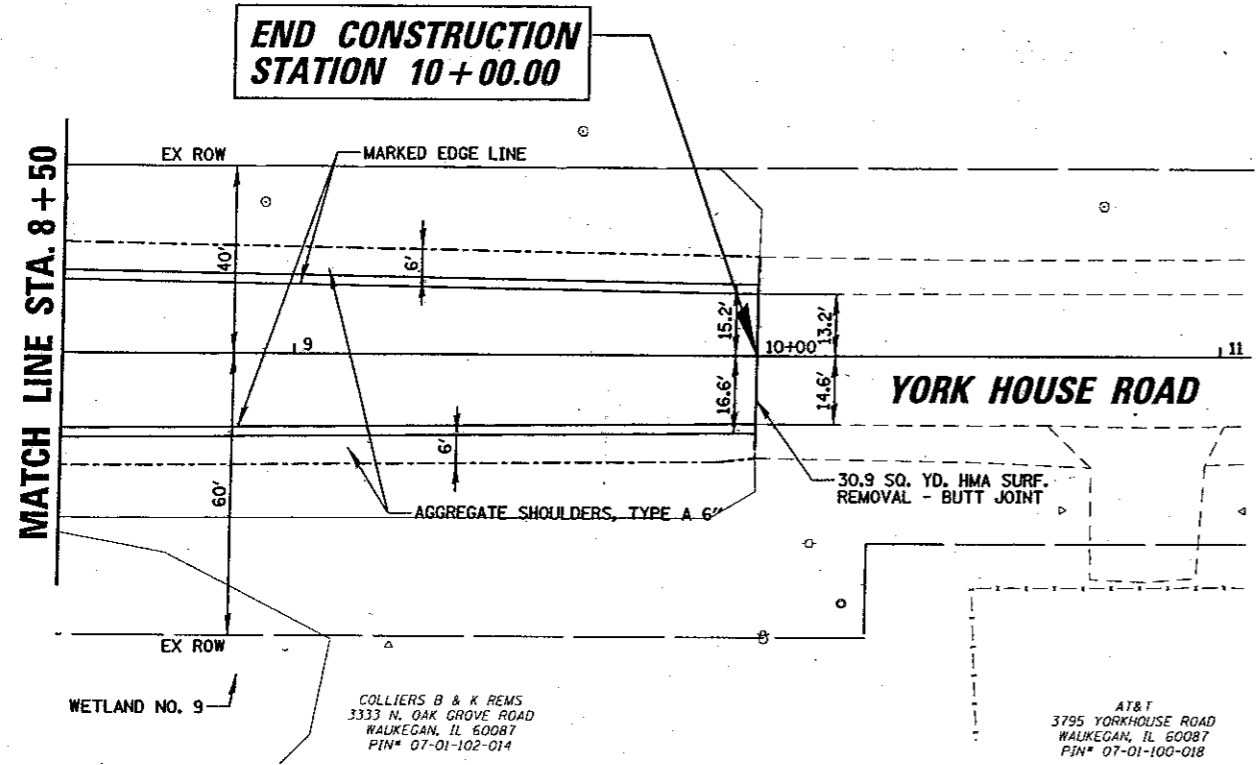
LakeCounty
 Division of Transportation

NO.	DATE	NATURE OF REVISION	CHKD.

FILE NAME: N:\CDOT\01422862\Delany_S\Civil\Exhibits\84_CITYPART.EXH

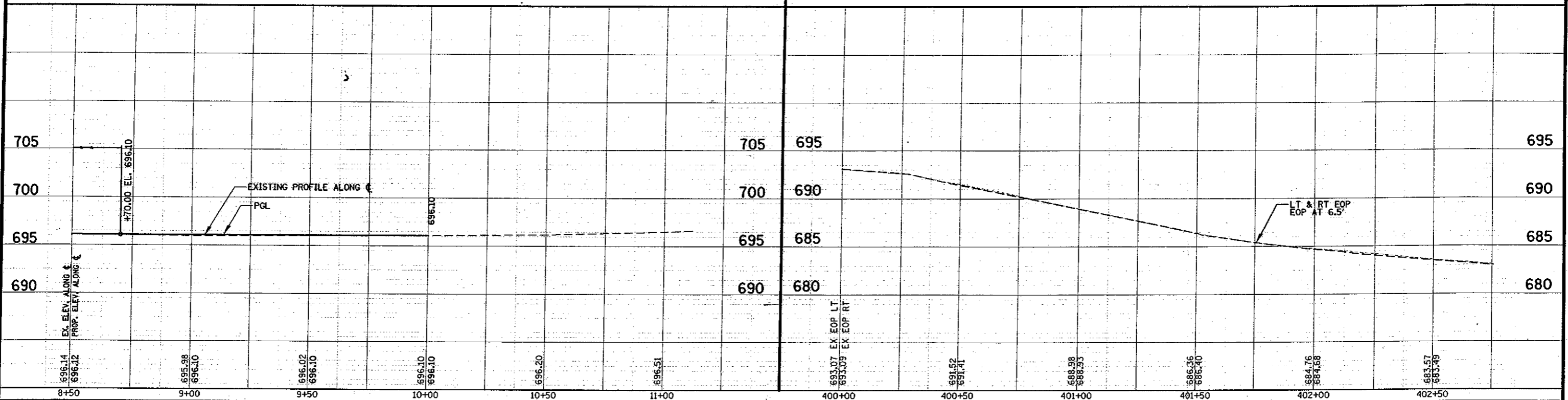
DSGN.	BLL	TITLE:
DWN.	PMM	BLANCHARD ROAD PLAN AND PROFILE STA. 30 + 85 TO STA. 35 + 62
CHKD.	JGS	
SCALE:	20'H 5'V	PROJECT NO. 01-422862
DATE:	7/22/2009	SUNSET TO YORK HOUSE CITY PARTICIPATION EXP.
		DRAWING NO. EXH-B4

PLANE 1:0"=40'
 *PENTELS
 N:\CDOT\01422862\Delany_S\Civil\Exhibits\84_CITYPART.EXH



LEGEND

- EXISTING RIGHT OF WAY
- - - PROPOSED RIGHT OF WAY
- - - EXISTING PERMANENT EASEMENT
- ////// TEMPORARY EASEMENT
- ////// PROPOSED PERMANENT EASEMENT
- ==== RIGHT OF ENTRY
- ==== AREA OF 100% CITY PARTICIPATION



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500



NO.	DATE	NATURE OF REVISION	CHKD.
1	1/22/2009	DESIGN	BLL
2		DWN.	PMM
3		CHKD.	JGS
4		SCALE:	20'H 5'V
5		DATE:	1/22/2009

YORK HOUSE ROAD - STA. 8+50 TO STA. 10+00
CONTINENTAL DRIVE - STA. 400+90 TO STA. 403+50
PLAN AND PROFILE

PROJECT NO. 01-422B62
 SUNSET TO YORK HOUSE
 CITY PARTICIPATION EXP
 DRAWING NO.
EXH-B5

BURKE
 4/07
 PENTAB
 N:\CDDT\01422B62\Delany_S\31\1\Exhibit\B5_CITYPART.EXH