

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE CITY OF PARK CITY FOR MEDIAN  
ENHANCEMENTS ON GREENLEAF STREET (COUNTY HIGHWAY 72)**

**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 Park City, 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 any one of which 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 to make an improvement along Greenleaf Street (County Highway 72) from Washington Street (County Highway 45) to Illinois Route 120. Said improvement shall include, but not be limited to, resurfacing of the roadway, drainage improvements and median infrastructure improvements (hereinafter IMPROVEMENT). The IMPROVEMENT shall be referred to as County Section 15-00184-04-RS. As of this writing, the scheduled letting date for the IMPROVEMENT is February 21, 2017; and,

**WHEREAS**, said median infrastructure improvements to be performed upon the existing median along Greenleaf Street immediately north of Illinois Route 120 (hereinafter MEDIAN) shall include, but not be limited to, the removal and replacement of curb and gutter, the removal of the existing concrete surface and sand base to the existing subbase and the placement of top soil for the planting of future landscape materials within the MEDIAN; and,

**WHEREAS**, the COUNTY shall prepare all surveys, design engineering plans and specifications, bid documents and furnish construction engineering supervision, and cause the IMPROVEMENT to be built in accordance with the approved plans, specifications, and construction contract (hereinafter PLANS). Said PLANS by reference herein are hereby made a part hereof (i.e., those PLANS dated November 17, 2016, prepared by the Lake County Division of Transportation); and,

**WHEREAS**, the COUNTY has jurisdictional authority, permitting authority and maintenance responsibility of Greenleaf Street from Washington Street to the northern boundary of the Illinois Route 120 right-of-way; and,

**WHEREAS**, the majority of the MEDIAN being modified as part of the IMPROVEMENT lies within the CITY limits; and,

**WHEREAS**, a general depiction and the approximate limits of the MEDIAN are as indicated in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the COUNTY has a program to beautify roadside areas along COUNTY highways. Said program is referred to as the LakeScape Program; and,

**WHEREAS**, the LakeScape Program is a partnership between the COUNTY and other entities for roadside enhancement; and,

**WHEREAS**, the COUNTY agrees to construct the IMPROVEMENT, including the infrastructure improvements of the MEDIAN without reimbursement from the CITY; and,

**WHEREAS**, the CITY is desirous to enhance the aesthetic appearance of the MEDIAN; and,

**WHEREAS**, the CITY shall prepare and submit a landscape plan, detailing the landscape enhancements and the size, type and species of live planted materials and any and all ancillary materials (hereinafter LANDSCAPE MATERIALS), to the COUNTY for review and approval prior to installation of said LANDSCAPE MATERIALS by the CITY; and,

**WHEREAS**, the CITY agrees to obtain a permit in accordance with the Lake County, Illinois Code of Ordinances for the installation of said LANDSCAPE MATERIALS within the MEDIAN; and,

**WHEREAS**, the CITY shall provide and install said LANDSCAPE MATERIALS in the MEDIAN without reimbursement from the COUNTY; and,

**WHEREAS**, the CITY has expressed their desire to provide routine maintenance of the LANDSCAPE MATERIALS installed within the MEDIAN (hereinafter ROUTINE MAINTENANCE) without reimbursement from the COUNTY; and,

**WHEREAS**, the IMPROVEMENT and the MEDIAN enhancement 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 and 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 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 and Construction of the IMPROVEMENT and Installation of LANDSCAPE  
MATERIALS in the MEDIAN**

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 (hereinafter LCDOT) policies and standards, without reimbursement from the CITY.

As of this writing, the current PLANS are the pre-final set of plans prepared by LCDOT, with a submission date of November 17, 2016. Said PLANS, by reference herein, hereby become a part hereof.

The CITY shall have the opportunity to review said PLANS with respect to the infrastructure improvements of the MEDIAN. Said review of said PLANS shall not be unnecessarily withheld.

2. It is mutually agreed by and between the parties hereto that the COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is February 21, 2017. (The letting date is scheduled subject to change, without notice to the CITY and is dependent upon project readiness and the availability of project funding).
3. The CITY agrees to prepare, or cause to be prepared, a landscape plan detailing the LANDSCAPE MATERIALS to be placed within the MEDIAN for review and approval by the LCDOT. The CITY further agrees to obtain a permit in accordance with the Lake County, Illinois Code of Ordinances, as amended, prior to installation of said LANDSCAPE MATERIALS.
4. The COUNTY agrees that it will not charge the CITY any fees related to the permit for the LANDSCAPE MATERIALS.
5. The COUNTY agrees to contact the Illinois Department of Transportation (IDOT) and the City of Waukegan regarding any permits or approvals that may be necessary prior to construction of the IMPROVEMENT along the portion of Greenleaf Street south of the COUNTY's jurisdiction.
6. The CITY agrees to contact IDOT and the City of Waukegan regarding any permits or approvals that may be necessary prior to installation of said LANDSCAPE MATERIALS within the MEDIAN along the portion of Greenleaf Street south of the COUNTY's jurisdiction.
7. 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 without reimbursement from the CITY.
8. It is mutually agreed by and between the parties hereto that the COUNTY shall be responsible for one hundred percent (100%) of the costs relating to the IMPROVEMENT, including the infrastructure improvements of the MEDIAN and the placement of top soil within the MEDIAN without reimbursement from the CITY.
9. It is mutually agreed by and between the parties hereto that the CITY shall be responsible for one hundred percent (100%) of the costs to furnish and install the LANDSCAPE MATERIALS in the MEDIAN without reimbursement from the COUNTY.

10. The COUNTY agrees to design, provide and install a LakeScape sign depicting the name and logo of the CITY and the COUNTY without reimbursement from the CITY. The LakeScape sign will signify the partnership between the CITY and the COUNTY. The CITY shall have the opportunity to review the design of said sign.

### **Section III.**

#### **Maintenance of the MEDIAN and LANDSCAPE MATERIALS in the MEDIAN**

1. It is mutually agreed by and between the parties that the COUNTY shall continue to have the authority to determine any necessary modifications to the MEDIAN to facilitate the free flow of traffic and ensure the safety of the motoring public.
2. The COUNTY agrees to maintain, or cause to be maintained, the IMPROVEMENT, including the infrastructure improvements of the MEDIAN, any and all storm sewer, drain tile and drainage structures within the MEDIAN, and any and all LCDOT signs within the MEDIAN, including the LakeScape sign, along the portion of Greenleaf Street under the COUNTY's jurisdiction, without reimbursement from the CITY.
3. The CITY agrees to provide ROUTINE MAINTENANCE of the LANDSCAPE MATERIALS in the MEDIAN. Said ROUTINE MAINTENANCE to be performed by the CITY shall include, but not be limited to, the removal of debris from the MEDIAN and the basic upkeep of the LANDSCAPE MATERIALS. Also, if appropriate, ROUTINE MAINTENANCE shall include weeding, watering, pruning, fertilizing and mulching as well as the replacement of dead plant materials. It is mutually agreed by and between the parties hereto that Phosphorus Fertilizer Nutrient shall not be used to fertilize any of the LANDSCAPE MATERIALS located within the MEDIAN. Said ROUTINE MAINTENANCE shall be performed in perpetuity by the CITY without reimbursement from the COUNTY, for as long as such LANDSCAPE MATERIALS shall be permitted to remain in the MEDIAN.
4. The CITY further agrees to provide capital maintenance (major maintenance) (hereinafter CAPITAL MAINTENANCE) of the LANDSCAPE MATERIALS, without reimbursement from the COUNTY. Said CAPITAL MAINTENANCE shall include the replacement of the LANDSCAPE MATERIALS within the MEDIAN, should the need for replacement of the LANDSCAPE MATERIALS be deemed necessary by the CITY at a future point in time. Any replacement of LANDSCAPE MATERIALS shall be with similar materials in similar design to the originally approved landscape plan, unless the parties agree otherwise.

5. It is mutually agreed by and between the parties hereto that, upon approval from IDOT and the City of Waukegan, issuance of a permit from the COUNTY and following notice of substantial completion of the IMPROVEMENT from the COUNTY, the CITY may commence their installation of the LANDSCAPE MATERIALS within the MEDIAN, and shall be responsible for ROUTINE MAINTENANCE upon installation of the LANDSCAPE MATERIALS. At this time, it is anticipated that the CITY may be able to install the LANDSCAPE MATERIALS in the fall of 2017.
6. It is mutually agreed by and between the parties hereto that should any of the LANDSCAPE MATERIALS show signs of decline and/or disease, as mutually determined by the CITY and the COUNTY, the CITY shall promptly remove and replace said LANDSCAPE MATERIALS without reimbursement from the COUNTY.
7. It is further mutually agreed by and between the parties hereto that, absent an emergency situation, the CITY shall perform their ROUTINE MAINTENANCE on the LANDSCAPE MATERIALS in the MEDIAN during non-peak traffic times, namely on weekdays, between 9:00 a.m. and 3:00 p.m. The CITY shall provide the appropriate traffic control on Greenleaf Street, in accordance with LCDOT and MUTCD standards, while performing ROUTINE MAINTENANCE on the LANDSCAPE MATERIALS in the MEDIAN.
8. It is mutually agreed by and between the parties that should the CITY desire to hire a contractor, or contractors, as the case may be, to perform ROUTINE MAINTENANCE of the LANDSCAPE MATERIALS in the MEDIAN, the CITY shall notify the COUNTY's County Engineer (hereinafter COUNTY ENGINEER) of said desire and shall require said contractor(s) to provide proof of the appropriate insurance indemnifying the COUNTY, its elected officials, duly appointed officials, agents, employees and representatives, and LCDOT, its duly appointed officials, agents, employees, and representatives from and against, any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands (collectively referred to hereinafter as "claims") arising from and relating to the ROUTINE MAINTENANCE (or lack thereof) of the MEDIAN as heretofore described. The insurance limits required to be provided by any contractor shall be determined by the COUNTY.

**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 with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by 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 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 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) and CAPITAL MAINTENANCE of the LANDSCAPE MATERIALS 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 and construction of the IMPROVEMENT as heretofore described.
6. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on February 1, 2017, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to February 1, 2017. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to February 1, 2017, 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 his/her 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, 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, 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 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.

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 terms of THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both of the parties hereto.

ATTEST:

\_\_\_\_\_  
City Clerk

Engineer

ATTEST:

\_\_\_\_\_  
Clerk  
Lake County

**CITY OF PARK CITY**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**RECOMMENDED FOR EXECUTION**

\_\_\_\_\_  
Paula J. Trigg, P.E.  
Director of Transportation / County

Lake County

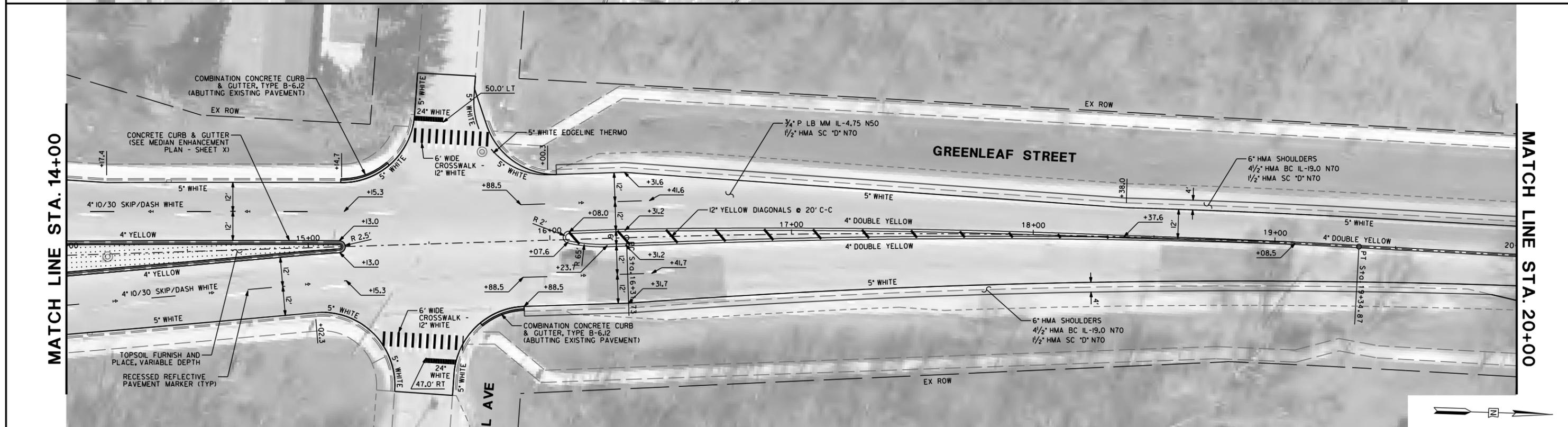
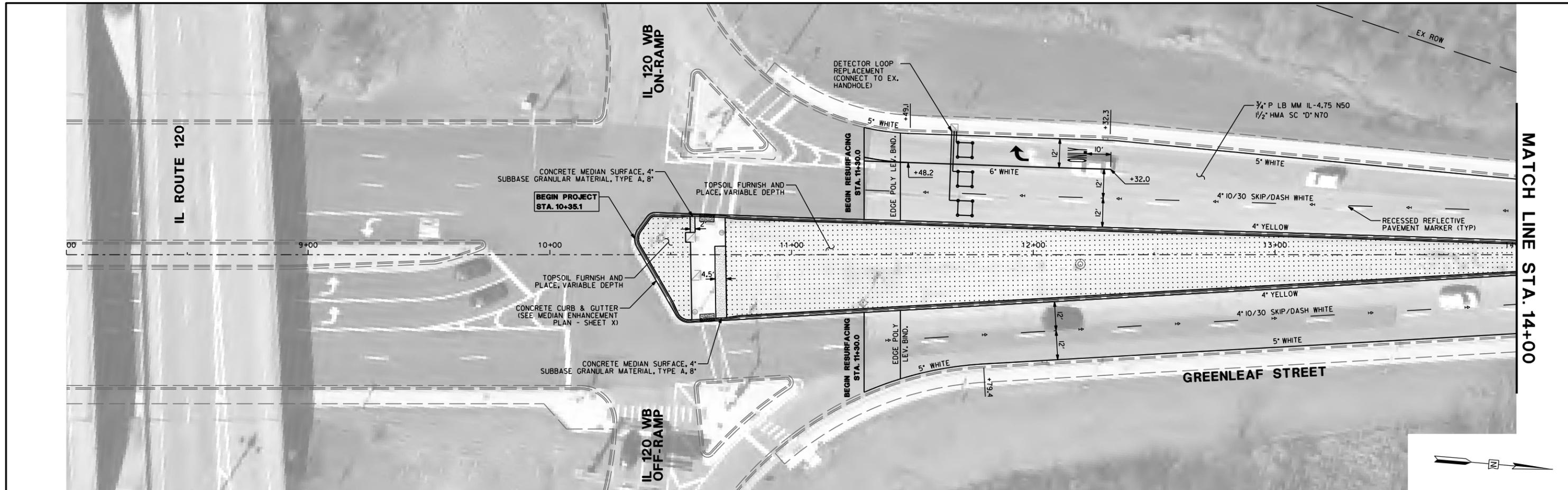
**COUNTY OF LAKE**

By: \_\_\_\_\_  
Chairman  
Lake County of Board

Date: \_\_\_\_\_

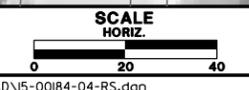
**EXHIBIT A**  
**General Depiction**  
*Greenleaf Street Median*

*Exhibit A*  
*Sheet 1 of 2*



**EXHIBIT A - SHEET 2 OF 2**

REVISIONS / REMARKS			
NO.	DESCRIPTION	DATE	BY



**GREENLEAF STREET RESURFACING**



**PLAN SHEET**  
STA. 8+00.00 TO 20+00.00

ROUTE	SECTION	SECTION NUMBER	SHEET	SHEETS
CH72	184	15-00184-04-RS	2	2

FILE NAME: U:\Design\Russo\15-00184-04-RS Greenleaf St Resurfacing (Washington) to IL 120\CAD\15-00184-04-RS.dgn