

**AGREEMENT
BY AND AMONG THE COUNTY OF LAKE, THE VILLAGE OF KILDEER
AND THE VILLAGE OF DEER PARK
REGARDING PROPOSED IMPROVEMENTS TO QUENTIN ROAD
(COUNTY HIGHWAY 5) AND
THE CONSTRUCTION OF TWO (2) CONNECTING SEGMENTS
OF REGIONAL BIKE PATH**

THIS AGREEMENT is entered into this _____, day of _____, A.D. 20____, by and among 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, the VILLAGE OF KILDEER, an Illinois Municipal Corporation, acting by and through its President and Board of Trustees, hereinafter referred to KILDEER, the VILLAGE OF DEER PARK, an Illinois Municipal Corporation, acting by and through its President and Board of Trustees, hereinafter referred to DEER PARK. The COUNTY, KILDEER and DEER PARK 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 certain roadway improvements along Quentin Road (County Highway 5) from a point approximately 600 feet north of Rue Royale/Field Parkway northward to Boschome Road (in the vicinity of U.S. Route 12); and,

WHEREAS, the COUNTY did adopt a Bike Path Plan, identifying the sub-regional bike trails within Lake County, including a sub-regional bike path to be constructed along Quentin Road, which is intended to provide regional continuity into and out of Cook County; and,

WHEREAS, the Villages of KILDEER and DEER PARK have indicated their interest in constructing portions the regional bike path east of Quentin Road (within easement, on private property), from Long Grove Road (County Highway 43) northward to White Pine Road in lieu of constructing the bikepath within Quentin Road right-of-way (also known as the "alternate bikepath alignment"); and,

WHEREAS, said roadway improvements along Quentin Road including the widening and reconstruction of Quentin Road from a point approximately 600 feet north of Rue Royale/Field Parkway northward to Boschome Road, the addition of dedicated northbound-to-westbound and southbound-to-eastbound left-turn lanes at the intersection of Quentin Road and

U.S. Highway 12 (Rand Road) and the construction of a regional bike path (a ten-foot wide bituminous path) from White Pine Road to Hidden Valley Drive (hereinafter the IMPROVEMENT, which shall also be referred to as **County Section 02-00051-08-WR**). Said IMPROVEMENT is generally depicted in the attached EXHIBIT A to THIS AGREEMENT; and,

WHEREAS, KILDEER will construct and maintain a connecting segment of regional bike path (within easement, on private property) within KILDEER's municipal limits, in close proximity to Quentin Road, between U.S. Route 12/Rand Road and White Pine Road, with financial participation by the COUNTY as hereinafter stipulated (hereinafter the KILDEER REGIONAL BIKE PATH CONNECTOR); and,

WHEREAS, DEER PARK will construct and maintain a connecting segment of regional bike path (within easement, on private property), within DEER PARK's municipal limits, in close proximity to Quentin Road, between Long Grove Road and U.S. Route 12/Rand Road, with financial participation by the COUNTY as hereinafter stipulated (hereinafter the DEER PARK REGIONAL BIKE PATH CONNECTOR); and,

WHEREAS, said KILDEER REGIONAL BIKE PATH CONNECTOR and said DEER PARK REGIONAL BIKE PATH CONNECTOR are generally depicted in the attached EXHIBIT B to THIS AGREEMENT; and,

WHEREAS, the engineering plans and specifications for the IMPROVEMENT, the KILDEER REGIONAL BIKE PATH CONNECTOR and the DEER PARK REGIONAL BIKE PATH CONNECTOR are subject to the standards and guidelines established by the American Association of State Highway and Transportation Officials (AASHTO); and,

WHEREAS, there exists an prior intergovernmental agreement between KILDEER and the COUNTY, executed May 12, 2005, the subject of which is the widening and signalization of the intersection of Quentin Road at White Pine Road (hereinafter PRIOR AGREEMENT). Said PRIOR AGREEMENT details the VILLAGE's responsibility for both energy and the costs to maintain, repair and/or upgrade the proposed traffic signals at said intersection. Said PRIOR AGREEMENT, by reference herein, hereby becomes a part hereof; and,

WHEREAS, the COUNTY presently has jurisdictional authority over Quentin Road, from Lake Cook Road northward to Old McHenry Road (County Highway 32); and,

WHEREAS, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY, of KILDEER, of DEER PARK and to the motoring public 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, KILDEER and DEER PARK 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.
The Design, Construction and Maintenance of the IMPROVEMENT**

1. The COUNTY agrees to make all surveys, prepare the engineering plans and specifications, receive bids and award the construction contract, furnish engineering inspection during construction, and cause the IMPROVEMENT to be built in accordance with the approved plans, specifications, and construction contract.
2. The COUNTY agrees to participate financially, along with the Villages of KILDEER and DEER PARK, with their request to relocate a portion of the regional bike path from Long Grove Road northward to White Pine Road along the alternate bike path alignment(s) east of Quentin Road.
3. The COUNTY agrees to convey and transmit to both DEER PARK and KILDEER for review the design engineering plans, specifications and estimates for the IMPROVEMENT. Said review shall not be unreasonably withheld.
4. The COUNTY agrees to construct, or cause to be constructed, the IMPROVEMENT in accordance with said design engineering plans, specifications and construction contract.

5. Upon completion of the construction of the IMPROVEMENT, the COUNTY shall have full maintenance- and jurisdictional authority over the IMPROVEMENT.
6. The COUNTY agrees that it will not construct that portion of the regional bike path, within Quentin Road right-of-way, from Long Grove Road northward to White Pine Road; however, the COUNTY reserves the right to construct said portion of said regional bike path within Quentin Road right-of-way should the either KILDEER or DEER PARK not complete its construction of the KILDEER REGIONAL BIKE PATH CONNECTOR or the DEER PARK REGIONAL BIKE PATH CONNECTOR, respectively, by October 1, 2015.

SECTION III.

The Design, Construction and Maintenance of the KILDEER REGIONAL BIKE PATH CONNECTOR

1. It is mutually agreed by and among the parties hereto that KILDEER agrees to construct, or cause to be constructed, and maintain the KILDEER REGIONAL BIKE PATH CONNECTOR within the "Quentin Collection" retail development property, as generally depicted in the attached EXHIBIT B, in accordance with AASHTO standards and guidelines, with financial participation by the COUNTY as hereinafter stipulated.
2. It is mutually agreed by and between the COUNTY and KILDEER that the COUNTY shall financially participate in the costs of the construction of the KILDEER REGIONAL BIKE PATH CONNECTOR in an amount equal to the lesser of: (1) the County's costs to construct a regional bike path segment within County Highway right-of-way along the east side of Quentin Road, between U.S. Route 12/Rand Road and White Pine Road, inclusive of land acquisition costs, construction costs and construction engineering supervision costs (equal to \$565,000.00, as presented in EXHIBIT C), or (2) the actual cost (i.e., final contract amounts) for the design and construction of the KILDEER REGIONAL BIKE PATH CONNECTOR.
3. The COUNTY agrees to pay KILDEER an amount equal to ninety-five percent (95%) of its obligation incurred under THIS AGREEMENT for the costs of the design engineering for the KILDEER REGIONAL BIKE PATH CONNECTOR, pursuant to Section III.2 of THIS AGREEMENT, within thirty (30) days the award of the design engineering contract to a licensed, professional design firm and the receipt of an invoice from KILDEER.

The COUNTY further agrees to pay KILDEER the remaining five percent (5%) of the reimbursable design engineering costs under THIS AGREEMENT in a lump sum amount, within thirty (30) days of the receipt of an invoice from KILDEER and the completion of the final engineering plans, provided by said licensed, professional design firm.

4. The COUNTY agrees to pay KILDEER an amount equal to ninety-five percent (95%) of its obligation incurred under THIS AGREEMENT for the costs of the construction of the KILDEER REGIONAL BIKE PATH CONNECTOR, pursuant to Section III.2 of THIS AGREEMENT, within thirty (30) days of the receipt of an invoice and a copy of the executed construction contract.

The COUNTY further agrees to pay KILDEER the remaining five percent (5%) of the reimbursable construction costs under THIS AGREEMENT in a lump sum amount, within thirty (30) days of the receipt of an invoice from KILDEER, upon completion of the construction of the KILDEER REGIONAL BIKE PATH CONNECTOR, based on final costs at contract unit prices for actual work performed.

5. It is mutually agreed by and between the COUNTY and KILDEER that under no circumstances shall the sum of the COUNTY's payments to KILDEER exceed five hundred sixty-five thousand dollars (\$565,000.00) and that all cost data pertinent to THIS AGREEMENT is contained in EXHIBIT C to THIS AGREEMENT.
6. KILDEER agrees that the construction of the KILDEER REGIONAL BIKE PATH CONNECTOR shall be complete on or before October 1, 2015.

SECTION IV.

The Design, Construction and Maintenance of the DEER PARK REGIONAL BIKE PATH CONNECTOR

1. It is mutually agreed by and among the parties hereto that DEER PARK agrees to construct, or cause to be constructed, and maintain the DEER PARK REGIONAL BIKE PATH CONNECTOR within the "Town Center Promenade" retail development property and along Long Grove Road, as generally depicted in the attached EXHIBIT B, in accordance with AASHTO standards and guidelines, with financial participation by the COUNTY as hereinafter stipulated.

2. It is mutually agreed by and between the COUNTY and DEER PARK that the COUNTY shall financially participate in the costs of the construction of the DEER PARK REGIONAL BIKE PATH CONNECTOR in an amount equal to the lesser of: (1) the County's costs to construct a regional bike path segment within County Highway right-of-way along the east side of Quentin Road, between Long Grove Road and U.S. Route 12/Rand Road, inclusive of land acquisition costs, construction costs and construction engineering supervision costs (equal to \$295,000.00, as presented in EXHIBIT C), or (2) the actual cost (i.e., final contract amounts) for the design and construction of the DEER PARK REGIONAL BIKE PATH CONNECTOR.

3. The COUNTY agrees to pay DEER PARK an amount equal to ninety-five percent (95%) of its obligation incurred under THIS AGREEMENT for the costs of the design engineering for the DEER PARK REGIONAL BIKE PATH CONNECTOR, pursuant to Section IV.2 of THIS AGREEMENT, within thirty (30) days the award of the design engineering contract to a licensed, professional design firm and the receipt of an invoice from DEER PARK.

The COUNTY further agrees to pay DEER PARK the remaining five percent (5%) of the reimbursable design engineering costs under THIS AGREEMENT in a lump sum amount, within thirty (30) days of the receipt of an invoice from DEER PARK and the completion of the final engineering plans, provided by said licensed, professional design firm.

4. The COUNTY agrees to pay DEER PARK an amount equal to ninety-five percent (95%) of its obligation incurred under THIS AGREEMENT for the costs of the construction of the DEER PARK REGIONAL BIKE PATH CONNECTOR, pursuant to Section IV.2 of THIS AGREEMENT, within thirty (30) days of the receipt of an invoice and a copy of the executed construction contract.

The COUNTY further agrees to pay DEER PARK the remaining five percent (5%) of the reimbursable construction costs under THIS AGREEMENT in a lump sum amount, within thirty (30) days of the receipt of an invoice from DEER PARK, upon completion of the construction of the DEER PARK REGIONAL BIKE PATH CONNECTOR, based on final costs at contract unit prices for actual work performed.

5. It is mutually agreed by and between the COUNTY and DEER PARK that under no circumstances shall the sum of the COUNTY's payments to DEER PARK exceed two hundred ninety-five thousand dollars (\$295,000.00) and that all cost data pertinent to THIS AGREEMENT is contained in EXHIBIT C to THIS AGREEMENT.

6. DEER PARK agrees that the construction of the DEER PARK REGIONAL BIKE PATH CONNECTOR shall be complete on or before October 1, 2015.

**SECTION V.
General Provisions**

1. It is mutually agreed by and among 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, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined and provided by law.
2. It is mutually agreed by and among 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 among the parties hereto, or as constituting either KILDEER (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, or DEER PARK (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. Both KILDEER and DEER PARK are to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
3. It is mutually agreed by and among the parties hereto that each party warrants and represents to the other parties 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 provisions 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. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.

5. It is mutually agreed by and among 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.
6. It is mutually agreed by and among 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.
7. It is mutually agreed by and among 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.
8. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither KILDEER nor DEER PARK 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 remaining parties to THIS AGREEMENT.
9. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in Lake County 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, duties, responsibilities and obligations contained herein.
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 remain in full force and effect for such a period of time as the IMPROVEMENT remains in place, in use and in operation.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the IMPROVEMENT are not awarded by **January 1, 2015**.

ATTEST:

Village Secretary

VILLAGE OF KILDEER

By: _____
Village President

Date: _____

ATTEST:

Village Secretary

VILLAGE OF DEER PARK

By: _____
Village President

Date: _____

RECOMMENDED FOR EXECUTION

By: _____
Lake County
County Engineer/
Director of Transportation

COUNTY OF LAKE

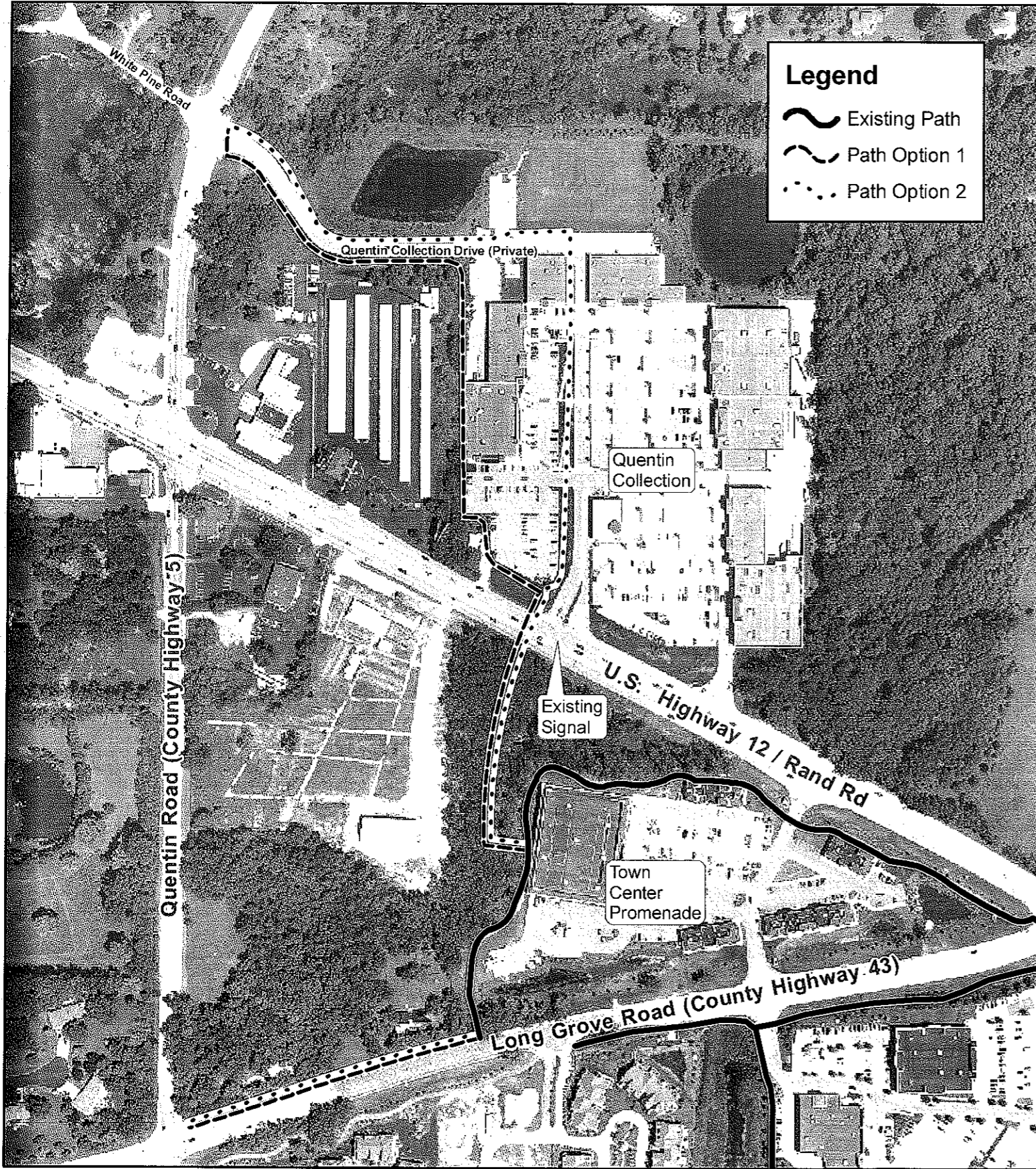
ATTEST:

Clerk
Lake County

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT B



THE KILDEER REGIONAL BIKE PATH EXTENSION
AND
THE DEER PARK REGIONAL BIKE PATH EXTENSION



1 inch = 294 feet

LCDOT-09-0010

EXHIBIT C

Pay Item	Estimated Cost	Division of Cost
TOTAL PROJECT: Widening and reconstruction of Quentin Road (Rue Royale/Field Parkway to White Pine Road/Quentin Collection Drive)	\$9,828,108.35 ⁽¹⁾	COUNTY: \$9,555,024.35 KILDEER: \$273,084 ⁽²⁾ DEER PARK: \$0
Pay Item	Estimated Cost	Financial Participation by the COUNTY
DEER PARK BIKE PATH EXTENSION	\$295,000 ⁽³⁾	Not to exceed \$295,000 ⁽⁴⁾
KILDEER BIKE PATH EXTENSION	\$565,000 ⁽³⁾	Not to exceed \$565,000 ⁽⁴⁾

⁽¹⁾ Cost estimate prepared by Civiltech, Inc. on May 6, 2009

⁽²⁾ Cost estimate prepared by Civiltech, Inc. on June 1, 2009, representing costs for the traffic signal work at the intersection of Quentin Road and White Pine Road, which is the responsibility of KILDEER, pursuant to the prior agreement dated March 12, 2005

⁽³⁾ Cost estimate based upon alternate bikepath alignment budget prepared by Gewalt Hamilton Associates, Inc., dated March 11, 2008 and April 22, 2009

⁽⁴⁾ Based upon cost savings analysis prepared by Civiltech, Inc. dated January 14, 2009



NGRAM

Business To Be Acquired

QUENTIN ROAD

Proposed Barrier Median

Proposed Right-Of-Way

L.O.C.

Proposed
Detention Basin

Proposed
Right-Of-Way

LONG GROVE ROAD

EXISTING

Existing Right-Of-Way

Proposed Painted Median

Limits Of
Construction
(L.O.C.)

Existing Easement

EXHIBIT A
SHEET 2 OF 2

Match Existing

52'

90'

12'

10'

40'-0"

10'

95'

85'

30'

39'-0"

40'

40'

30'-0"

40'-0"

40'-0"

40'-0"

40'-0"

40'-0"

40'-0"

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40'-0"

40'-0"

40'-0"

40'-0"

40'-0"

40'-0"

40'-0"

40'-0"

40'-0"

355'

110'-0"

100'

105'-0"

40' 40"

25'-0"

20'-0"

40'

60'

Blue Royal
Field Pkwy



NORTH



Proposed Quentin Road
County Constructed
Regional Bike Path
End: 17+30

Proposed Barmer Medical
Center

Proposed Quentin Road
County Constructed
Regional Bike Path

Proposed Temporary
Construction Easement

Proposed Quentin Road
County Constructed
Regional Bike Path
Start: 7+70

Existing Traffic Signal

Proposed Right-Of-Way

EXHIBIT A
SHEET 1 OF 2