

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE CITY OF PARK CITY
FOR NON-MOTORIZED FACILITY IMPROVEMENTS
ALONG GREENLEAF AVENUE (COUNTY HIGHWAY 72),
BETWEEN CORNELL STREET AND IL ROUTE 120**

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 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 and pedestrian public, is desirous of making certain permanent non-motorized facility improvements along Greenleaf Avenue (County Highway 72) between Cornell Street and IL Route 120 within the corporate limits of the CITY (hereinafter COUNTY IMPROVEMENT) known as County Section Number 11-00184-03-SW; and,

WHEREAS, the CITY has requested the addition of certain improvements, in the form of the installation of (6) six Luminaries along Greenleaf Avenue (County Highway 72) between Cornell Street and IL Route 120; and,

WHEREAS, the above-listed construction work items plus any other necessary associated work items, within the corporate limits of the CITY, (shall hereinafter be referred to as the MUNICIPAL FACILITIES) and made part of the COUNTY IMPROVEMENT; and,

WHEREAS, a general depiction of the MUNICIPAL FACILITIES is provided in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over GREENLEAF AVENUE; and,

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

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

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 COUNTY improvement**

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 COUNTY IMPROVEMENT including the MUNICIPAL FACILITIES in accordance with Lake County Division of Transportation (LCDOT) policies and standards, with reimbursement from the CITY as hereinafter stipulated.
2. The CITY shall have the opportunity, but not the responsibility, to review the plans for the

MUNICIPAL FACILITIES. Review of the plans for the MUNICIPAL FACILITIES by the CITY shall not be unnecessarily withheld.

3. The COUNTY agrees to cause the installation of the MUNICIPAL FACILITIES as part of the COUNTY IMPROVEMENT in accordance with the plans, specifications and estimates. As of this writing, the anticipated letting date for the COUNTY IMPROVEMENT is in December of 2012. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)
4. The COUNTY agrees to cause the MUNICIPAL FACILITIES to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the MUNICIPAL FACILITIES in accordance with LCDOT procedures and requirements, with reimbursement from the CITY as hereinafter stipulated.
5. The CITY agrees to own and maintain the MUNICIPAL FACILITIES, in accordance with the Lake County Highway Temporary Closure and Utility and Facility Placement Ordinance as a municipal facility, with no future reimbursements from the COUNTY.
6. It is further mutually agreed by and between the parties hereto that the CITY must submit to the COUNTY, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) prior to the letting for the COUNTY improvement.
7. The CITY agrees that its estimated total obligation incurred under THIS AGREEMENT for design engineering, construction and construction engineering supervision for said MUNICIPAL FACILITIES is \$41,805.15.

The CITY further 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 the awarded contract unit prices for the MUNICIPAL FACILITIES work, an amount equal to ninety-five percent (95%) of its obligation. At such time, it is estimated that the CITY shall owe to the COUNTY an amount equal to \$39,714.89.

The CITY further agrees to pay the remaining five percent (5%) of its obligation for the MUNICIPAL FACILITIES upon completion of the COUNTY 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 the 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 \$2,090.26.

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 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 January 1, 2013, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to January 1, 2013. In the even the date that the last authorized agent of the parties hereto affixes his/her

signature to THIS AGREEMENT is subsequent to January 1, 2013, 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.

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, 2017.

ATTEST:

Becky Rod
City Clerk



CITY OF PARK CITY

By: *[Signature]*
Mayor

Date: 11-1-12

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

By: _____
Chairman
Lake County Board

Date: _____

ATTEST:

County Clerk

EXHIBIT A

General Depiction of the MUNICIPAL FACILTIES

Luminare: Halophane #RP15AHP24BG3

Pole: Halophane #P10F410

EXHIBIT B

Estimated Division of Costs for the MUNICIPAL FACILITIES

EXHIBIT B
Estimated Division of Costs for the MUNICIPAL FACILITIES
County Section 11-00184-03-SW

Pay Item	Estimated Cost	Portion Attributable to the COUNTY		Portion Attributable to the CITY	
		Percentage	Cost	Percentage	Cost
INSTALLATION OF 6 LUMINARIES ⁽¹⁾	\$ 35,730.90	0%	\$ -	100%	\$ 35,730.90
Subtotal					\$ 35,730.90
Engineering (Design)					\$ 2,501.16
<i>(equal to 7% of construction costs)</i>					
Engineering (Construction)					\$ 3,573.09
<i>(equal to 10% of construction costs)</i>					
Total Reimbursable Costs					\$ 41,805.15

(1) Source: Engineer's Opinion of Probable Construction Cost, by Gewalt Hamilton Associates, Inc., dated 10/18/12.