

**AMENDMENT #1 TO 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 AMENDMENT #1 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 AMENDMENT #1, and either one is referred to individually as a “party” to THIS AMENDMENT #1.

WITNESSETH

WHEREAS, the COUNTY and the CITY have entered into an agreement dated August 17, 2009, hereinafter referred to as the AGREEMENT, regarding the COUNTY’s Delany Road (County Highway 22) improvements project, involving the widening and reconstruction of Delany Road, from Sunset Avenue (County Highway 46) northward to York House Road (County Highway 65), hereinafter referred to as the IMPROVEMENT and also known as County Section Number 00-00093-17-WR; and,

WHEREAS, subsequent to the letting of the IMPROVEMENT (which took place on June 28, 2011), the CITY has expressed its desire to modify the terms and conditions of the AGREEMENT as detailed hereinunder; and,

WHEREAS, under the AGREEMENT, the jurisdictional transfer of any section of York House Road was not contemplated; and,

WHEREAS, under the AGREEMENT, the jurisdictional transfer of any section of Lewis Avenue (County Highway 27) was not contemplated; and,

WHEREAS, the CITY is now desirous to transfer the section of Lewis Avenue, from Sunset Avenue northward to York House Road to the COUNTY, exclusive of the existing municipal facilities along Lewis Avenue, including, but not limited to, watermain, sanitary

sewer, sidewalk and street lights (hereafter MUNICIPAL FACILITIES), with the exception of the pedestrian overpass immediately south of Blanchard Road (hereinafter LEWIS AVENUE TRANSFER), measuring approximately 6,515 feet; and,

WHEREAS, the COUNTY is now desirous to transfer the section of York House Road, from its west limit eastward to Delany Road, to the CITY (hereinafter YORK HOUSE ROAD TRANSFER), measuring approximately 6,550 feet; and,

WHEREAS, under the AGREEMENT, the CITY was responsible to relocate those sections of CITY-owned watermain in conflict with the IMPROVEMENT on or before October 1, 2010, with no reimbursement by the COUNTY; and,

WHEREAS, the COUNTY now agrees to include as part of the IMPROVEMENT the relocation of said sections of CITY-owned watermain in conflict with the IMPROVEMENT into existing right-of-way or into a CITY-owned permanent easement(s), with no reimbursement by the CITY; and,

WHEREAS, because the COUNTY is transferring its jurisdiction of a portion of York House Road, the COUNTY shall not commence its planned resurfacing of York House Road, from Chicago Avenue eastward to Delany Road (which had been scheduled for a March, 2013 letting); and,

WHEREAS, THIS AMENDMENT #1 shall effectuate the aforementioned revisions to the AGREEMENT (described in the foregoing paragraphs of THIS AMENDMENT #1), with all other terms and conditions of the AGREEMENT remaining intact;

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:

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. The COUNTY and the CITY agree to complete and submit any and all paperwork required by the Illinois Department of Transportation (IDOT), in order for IDOT to approve and make effective the LEWIS AVENUE TRANSFER.

It is mutually agreed by and between the parties hereto that, once IDOT makes effective the LEWIS AVENUE TRANSFER, the CITY shall retain ownership of all existing MUNICIPAL FACILITIES within the Lewis Avenue right-of-way, from Sunset Avenue northward to York House Road, with the exception of the pedestrian overpass immediately south of Blanchard Road, which will be transferred to the COUNTY.

It is further mutually agreed by and between the parties hereto that, once IDOT makes effective the LEWIS AVENUE TRANSFER, the COUNTY shall not require the CITY to relocate said existing CITY-owned MUNICIPAL FACILITIES within the Lewis Avenue right-of-way, from Sunset Avenue northward to York House Road, even if the location(s) and/or depth(s) of said MUNICIPAL FACILITIES are not in compliance with the COUNTY's HIGHWAY TEMPORARY CLOSURE AND UTILITY AND FACILITY PLACEMENT ORDINANCE, as amended.

3. The COUNTY and the CITY agree to complete and submit any and all paperwork required by IDOT, in order for IDOT to approve and make effective the YORK HOUSE ROAD TRANSFER.
4. The COUNTY agrees to relocate those sections of CITY-owned watermain in conflict with the IMPROVEMENT in accordance with the most recent plans, specifications and estimates prepared by McClure Engineering Associates, Incorporated (hereinafter WATERMAIN PLANS), using PVC C905 DR18 pipe, into existing right-of-way or into a CITY-owned permanent easement(s), with no reimbursement by the CITY. (If the CITY desires that the watermain be constructed of a different pipe material, any cost in excess of that for said PVC C905 DR18 pipe shall be paid by the CITY.)
5. The CITY agrees that any and all permanent easements necessary for the said COUNTY's relocation of the CITY-owned watermain shall be acquired by the CITY prior to March 1, 2012.
6. The CITY agrees to cause the WATERMAIN PLANS for the relocation of the CITY-owned watermain to be revised prior to March 1, 2012 to reflect their choice of watermain pipe material and the acquisition of permanent easements.

The CITY agrees to provide the COUNTY with a complete set of the revised WATERMAIN PLANS for the COUNTY's review and approval. Said review and approval by the COUNTY shall not be unreasonably withheld.

The CITY agrees to submit to the COUNTY, for the COUNTY's approval, an executed standard form supplied by the COUNTY, as authorized by the COUNTY's HIGHWAY TEMPORARY CLOSURE AND UTILITY AND FACILITY PLACEMENT ORDINANCE, as amended, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by March 1, 2012 for those sections of CITY-owned watermain which will ultimately be located within Delany Road right-of-way (within the limits of the IMPROVEMENT) and those MUNICIPAL FACILITIES within Lewis Avenue right-of-way (from Sunset Avenue northward to York House Road), the approval of which shall not be unreasonably withheld by the COUNTY. If said MUNICIPAL ACCEPTANCE FORM is not submitted and approved, the COUNTY is under no obligation to relocate the CITY-owned watermain and THIS AMENDMENT #1 shall be terminated by an action of the COUNTY's County Engineer.

7. The CITY agrees to obtain all necessary permits necessary for the relocation of the CITY-owned watermain prior to March 1, 2012.
8. The parties agree that the relocation of those sections of CITY-owned watermain in conflict with the IMPROVEMENT by the COUNTY shall be accomplished by Change Order #3, in the approximate amount of \$1,000,720, to the COUNTY's existing construction contract for the IMPROVEMENT.
9. The CITY agrees that it will monitor the installation of the CITY-owned watermain and shall coordinate all necessary shut-downs (i.e., suspensions of municipal water service, etc.) in order to facilitate the relocation of the CITY-owned watermain.

10. It is mutually agreed by and between the parties hereto that the COUNTY shall not commence its planned resurfacing of York House Road, from Chicago Avenue eastward to Delany Road (which had been scheduled for a March, 2013 letting).

CITY OF WAUKEGAN

ATTEST:

City Clerk

By: _____
Mayor

Date: _____

DRAFT

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: _____