

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND LAKE COUNTY FOREST PRESERVE DISTRICT FOR THE CONSTRUCTION
OF ROADWAY IMPROVEMENTS AND A MULTI-USE PATH ALONG PETITE LAKE
ROAD (COUNTY HIGHWAY 51)**

THIS AGREEMENT, 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 LAKE COUNTY FOREST PRESERVE DISTRICT, an Illinois body politic and corporate, acting by and through its President and Board of Commissioners, hereinafter referred to as the DISTRICT. The COUNTY and the DISTRICT 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 to make certain permanent roadway improvements along Petite Lake Road (County Highway 51) from approximately 360 feet west of Fairfield Road (County Highway 49) to approximately 800 feet east of Illinois Route 59, (hereinafter the IMPROVEMENT). The IMPROVEMENT shall be referred to as County Section 10-00181-05-EG. As of this writing, the scheduled letting date for the IMPROVEMENT is February 17, 2015; and,

WHEREAS, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared for the COUNTY by Civiltech Engineering, Inc. (hereinafter PLANS), which, by reference herein are hereby made a part hereof. As of this writing, the current PLANS are those dated January 26, 2015 (final version); and,

WHEREAS, the DISTRICT and Lake Villa Township (hereinafter TOWNSHIP) are desirous that the COUNTY include the construction of a multi-use path (hereinafter MULTI-USE PATH) as part of the IMPROVEMENT; and,

WHEREAS, said IMPROVEMENT shall include, but not be limited to, the reconstruction and widening of Petite Lake Road and the construction of a 1,610 foot long and ten (10) foot wide MULTI-USE PATH; and,

WHEREAS, the proposed MULTI-USE PATH will provide connectivity between a proposed TOWNSHIP-owned path south of Petite Lake Road and a future DISTRICT path north of Petite Lake Road within the DISTRICT's Bluebird Meadow Forest Preserve; and,

WHEREAS, the DISTRICT and the TOWNSHIP are both desirous to fund portions of the proposed MULTI-USE PATH and the entire MULTI-USE PATH constructed as a part of this IMPROVEMENT will be owned and maintained by the TOWNSHIP, pursuant to a separate agreement between the COUNTY and the TOWNSHIP (hereinafter TOWNSHIP AGREEMENT); and,

WHEREAS, the DISTRICT-funded segment shall be along the south side of Petite Lake Road from 313 feet west of the intersection of Petite Lake Road and Cedar Valley Drive (measured from the center of the intersection) to 48 feet east of the intersection of Petite Lake Road and Cedar Valley Drive (measured from the center of the intersection) measuring 316 feet in length, and along the north side of Petite Lake Road from Sir John Drive to 649 feet east of the intersection of Petite Lake Road and Sir John Drive (measured from the center of the intersection) measuring 630 feet in length, for a total overall length of 946 feet; and,

WHEREAS, the TOWNSHIP-funded segment shall be along the south side of Petite Lake Road from 867 feet east of the intersection of Illinois Route 59 and Petite Lake Road (measured from the center of the intersection) to 185 feet west of the intersection of Petite Lake Road and Sir John Drive (measured from the center of the intersection) measuring 777 feet in length; and,

WHEREAS, the DISTRICT is desirous of entering into an agreement with the COUNTY, specifically addressing the DISTRICT-funded segment of the MULTI-USE PATH, which is generally depicted on EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, it has been determined by engineering studies that, in order to construct the DISTRICT-funded segment of the MULTI-USE PATH, the acquisition of one (1) temporary easement (hereinafter TEMPORARY EASEMENT) outside of the county highway right-of-way is required, which is generally depicted on EXHIBIT A: and,

WHEREAS, the DISTRICT shall reimburse the COUNTY for the DISTRICT-funded segment of the MULTI-USE PATH as stipulated hereafter; and,

WHEREAS, the estimated total construction, easement and engineering costs for the DISTRICT-funded segment of the MULTI-USE PATH and the estimated total costs to the DISTRICT for its share of the MULTI-USE PATH are as indicated in EXHIBIT B to THIS AGREEMENT which is attached hereto and hereby made a part hereof; and,

WHEREAS, the COUNTY has jurisdiction over Petite Lake Road; and,

WHEREAS, the IMPROVEMENT will be constructed by the COUNTY and upon completion, the TOWNSHIP will own and maintain, or cause to be maintained, the MULTI-USE PATH constructed as a part of this IMPROVEMENT in perpetuity without reimbursement by the COUNTY or the DISTRICT; and,

WHEREAS, the IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and of the DISTRICT 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 DISTRICT do hereby enter into this AGREEMENT:

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, Construction and Maintenance of
the IMPROVEMENT and MULTI-USE PATH**

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, including the MULTI-USE PATH, in accordance with the Lake County Division of Transportation (hereinafter LCDOT) policies and standards.

As of this writing, the current PLANS are the final set of plans prepared by Civiltech Engineering, Inc., with a submission date of January 26, 2015. Said PLANS, by reference herein, hereby become a part hereof.

The DISTRICT shall have the opportunity to review and approve said PLANS with respect to the DISTRICT-funded segment of the MULTI-USE PATH. Said review of the PLANS by the DISTRICT shall not be unnecessarily withheld.

2. The COUNTY agrees to construct the MULTI-USE PATH in accordance with the PLANS.
3. 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 COUNTY construction letting date for the IMPROVEMENT is February 17, 2015. The date of said scheduled COUNTY construction letting is subject to change without notice to the DISTRICT and is a function of the availability of funding and project readiness.
4. The COUNTY agrees to cause the IMPROVEMENT to be constructed in accordance with the approved PLANS and to perform, or cause to be performed, the Construction Engineering-Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements with reimbursement by the DISTRICT as stipulated in the attached EXHIBIT B.
5. 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 reimbursement by the DISTRICT as stipulated in the attached EXHIBIT B.
6. As provided in the TOWNSHIP AGREEMENT, the TOWNSHIP will own and maintain, or cause to be maintained, the DISTRICT-funded portion of the MULTI-USE PATH as indicated on EXHIBIT A, with no reimbursement from the COUNTY or the DISTRICT. Neither the COUNTY nor the DISTRICT will have any obligation to maintain such portion of the MULTI-USE PATH. The COUNTY shall enforce the TOWNSHIP AGREEMENT, for the benefit of both the COUNTY and the DISTRICT.

SECTION III.
The DISTRICT's Reimbursements to the COUNTY

1. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), sets forth a standardized cost-sharing arrangement between the COUNTY and local agencies for new MULTI-USE PATHS within COUNTY highway rights-of-way that are within the project limits of an IMPROVEMENT.

The DISTRICT agrees that the sharing of costs for the easement, design and installation of the MULTI-USE PATH shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the easement, engineering and construction of the MULTI-USE PATH, with reimbursement by the DISTRICT in an amount equal to twenty percent (20%) of the easement, engineering and construction costs for the DISTRICT-funded segment of the MULTI-USE PATH within the project limits of the IMPROVEMENT, as provided in EXHIBIT B.

2. The actual costs of acquiring the temporary easement, and designing and constructing the MULTI-USE PATH will be divided in accordance with EXHIBIT B, including the percentages stated therein.
3. The DISTRICT agrees that its estimated total obligation under THIS AGREEMENT is \$13,873, which is identified as "Estimated DISTRICT Costs" in EXHIBIT B.

The DISTRICT agrees that upon the COUNTY's award of the construction contract, the DISTRICT will pay to the COUNTY within thirty (30) days after the receipt of an invoice from the COUNTY, in a lump sum based on awarded contract unit prices and actual easement acquisition costs, an amount equal to ninety-five percent (95%) of the DISTRICT's estimated obligation for the MULTI-USE PATH under THIS AGREEMENT. Such amount is estimated to be \$13,179.

The DISTRICT further agrees to pay the COUNTY the remaining balance of its obligation under this AGREEMENT in a lump sum amount within thirty (30) days after the receipt of an invoice from the COUNTY, following completion of the project. Said remaining five percent shall be based on final costs of contract unit prices for actual work performed. Final payment to the COUNTY is estimated to be \$694.

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 making the DISTRICT (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 the COUNTY (including its elected officials, duly appointed officials, employees, and agents) the agent, representative, or employee of the DISTRICT for any purpose or in any manner whatsoever. The DISTRICT is to be and shall remain independent of the COUNTY, and vice-versa, 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 take effect on May 1, 2015, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to May 1, 2015. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to May 1, 2015, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the 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 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.
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 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 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 other party, 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. Except where otherwise provided in THIS AGREEMENT, the term of THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both of the parties hereto.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the IMPROVEMENT are not awarded by the COUNTY on or before January 1, 2018.

LAKE COUNTY

FOREST PRESERVE DISTRICT

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

By: _____
Ann B. Maine, President

Date: _____

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A
General Depiction of the MULTI-USE PATH
County Section 10-00181-05-EG

ED SULLIVAN
PIN: 0230300011



PETITE LAKE ROAD

WILLIAM & ANDREA REISS
PIN: 0231100042

HENRY R & PATRICIA A KAZMIEROWICZ
PIN: 0231100037

SANTELLA DENINNO
PIN: 0230300017

MICHAEL J &
KRISTA M C BIRCH
PIN: 0230300018

LEGEND

-  LAKE VILLA TOWNSHIP MULTI-USE PATH
-  LAKE VILLA TOWNSHIP MULTI-USE PATH (FUNDED BY LCFPD)
-  LAKE VILLA TOWNSHIP MULTI-USE PATH (TO BE CONSTRUCTED BY IDOT)
-  EXISTING RIGHT-OF-WAY
-  PROPOSED RIGHT-OF-WAY
-  PROPOSED TEMPORARY EASEMENT
-  PROPOSED PERMANENT EASEMENT

PATRICK & MARY ADAMEK
PIN: 0231100006

LAKE VILLA TOWNSHIP
PIN: 0231100063

LAKE COUNTY DIVISION OF TRANSPORTATION

PETITE LAKE ROAD RECONSTRUCTION

MULTI-USE PATH EXHIBIT

LAKE VILLA TOWNSHIP

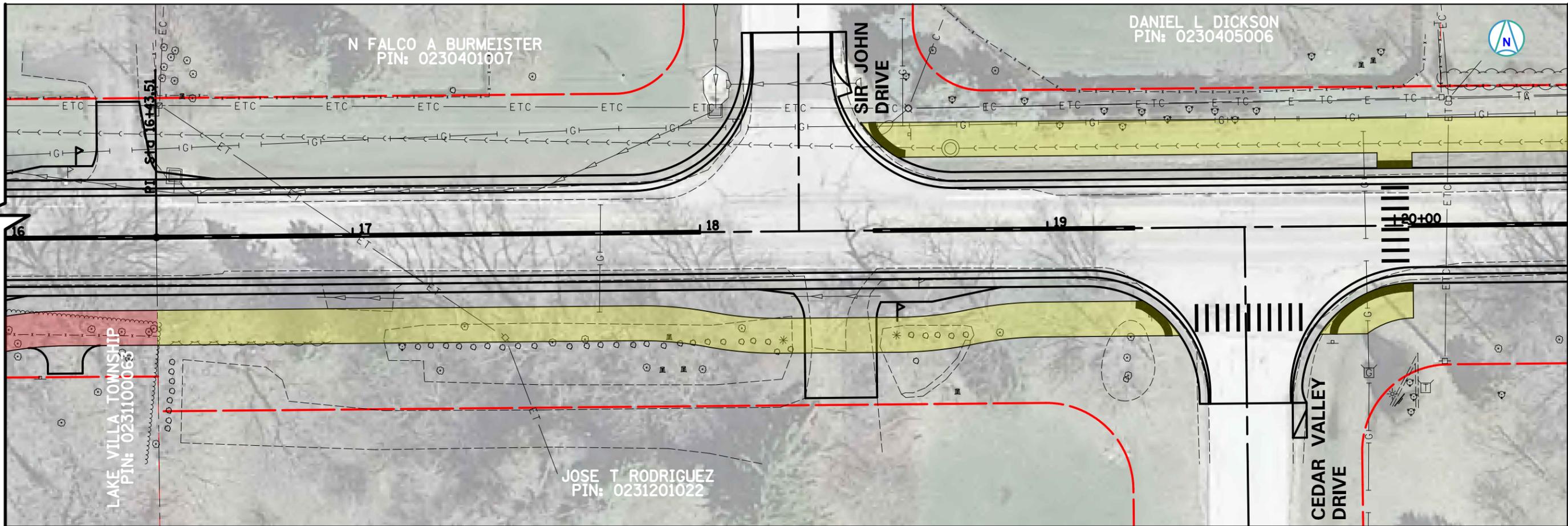


Date: 2/16/15

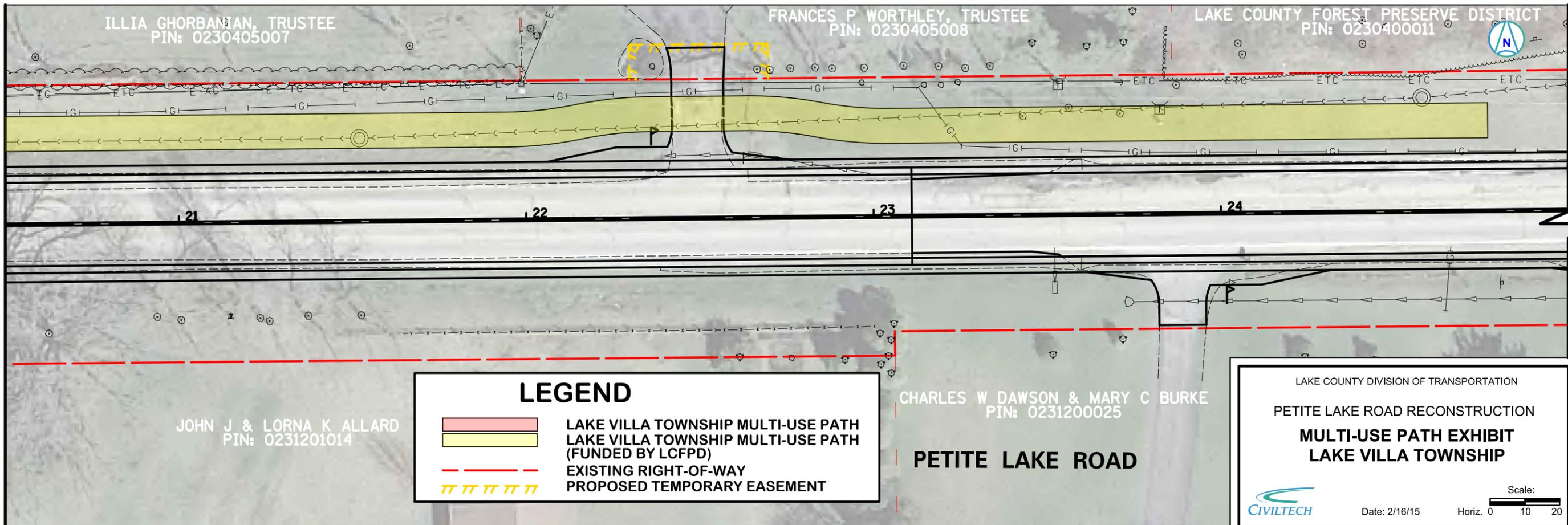
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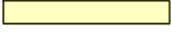


SEE BELOW



SEE ABOVE

LEGEND

	LAKE VILLA TOWNSHIP MULTI-USE PATH
	LAKE VILLA TOWNSHIP MULTI-USE PATH (FUNDED BY LCFPD)
	EXISTING RIGHT-OF-WAY
	PROPOSED TEMPORARY EASEMENT

CHARLES W DAWSON & MARY C BURKE
PIN: 0231200025

PETITE LAKE ROAD

LAKE COUNTY DIVISION OF TRANSPORTATION

PETITE LAKE ROAD RECONSTRUCTION

MULTI-USE PATH EXHIBIT

LAKE VILLA TOWNSHIP

 Scale: 

Date: 2/16/15 Horiz. 0 10 20

EXHIBIT B
Estimated Division of Costs for the DISTRICT-funded segment
of the MULTI-USE PATH
County Section 10-00181-05-EG

Pay Item	Estimated Cost	Estimated COUNTY Costs		Estimated DISTRICT Costs	
		Percentage	Amount	Percentage	Amount
Multi-Use Path Construction Costs	\$58,432	80%	\$46,746	20%	\$11,686
Right-of-Way Acquisition for Multi-Use Path (Temporary Easement)	\$1,000	80%	\$800	20%	\$200
Design Engineering & Construction Supervision (<i>equal to 17% of construction costs</i>)	\$9,933	80%	\$7,946	20%	\$1,987
		Total Estimated DISTRICT MULTI-USEPATH Costs			\$ 13,873
		Total Estimated COUNTY MULTI-USEPATH Costs			\$55,492