

**AGREEMENT BETWEEN  
THE COUNTY OF LAKE AND THE VILLAGE OF ROUND LAKE  
FOR THE CONSTRUCTION OF A MULTI-USE PATH  
ALONG WILSON ROAD (COUNTY HIGHWAY 7)  
FROM NORTH OF NIPPERSINK ROAD TO  
PRAIRIE TRAIL**

**THIS AGREEMENT** is entered into this 24th day of April, A.D. 2025, 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 VILLAGE OF ROUND LAKE, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE 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**, in order to increase non-motorized connectivity and provide benefit to the safety and welfare of the traveling public, the parties are desirous to undertake certain non-motorized improvements along the east side of Wilson Road (COUNTY Highway 7) from approximately 710’ north of Nippersink Road to Prairie Trail (hereinafter WILSON ROAD PATH) and along the south side of Nippersink Road from approximately 1,280’ east of Wilson Road to Valley Lakes, consisting of the construction of a multi-use path, storm sewer improvements, and associated work (hereinafter IMPROVEMENT); and,

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

**WHEREAS**, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and of the VILLAGE; and,

**WHEREAS**, in 2009 the COUNTY, through its Division of Transportation (hereinafter LCDOT), initiated a Non-Motorized Travel Study to assess existing bicycle/pedestrian facilities and non-motorized travel within the COUNTY’s rights-of-way and to develop guidelines for integrating “Compete Streets” principles into COUNTY-related improvements (hereinafter NON-MOTORIZED STUDY); and,

**WHEREAS**, in 2010 the LCDOT completed the NON-MOTORIZED STUDY and created the “Policy on infrastructure Guidelines for Non-Motorized Travel Investments” (hereinafter NON-MOTORIZED POLICY); and,

**WHEREAS**, in accordance with the NON-MOTORIZED POLICY, the COUNTY desires to make a financial contribution to the WILSON ROAD PATH as stipulated in Exhibit B, as the location of said IMPROVEMENT was identified as a priority path in the NON-MOTORIZED STUDY; and,

**WHEREAS**, the VILLAGE desires to take the lead on engineering and construction of the IMPROVEMENT and to fund the cost of the IMPROVEMENT above the financial contribution made by the COUNTY; 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 VILLAGE 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 and Maintenance of the IMPROVEMENT**

1. The VILLAGE agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications, applicable permit application(s), and acquire any property necessary for the IMPROVEMENT with reimbursement from the COUNTY as hereinafter stipulated.
2. The VILLAGE 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 policies and standards, with reimbursement from the

COUNTY as hereinafter stipulated.

3. The VILLAGE further agrees to obtain a permit from the LCDOT in accordance with the Lake County, Illinois Code of Ordinances, as amended, prior to construction of the IMPROVEMENT for the WILSON ROAD PATH and associated work within the COUNTY's ROW that will be constructed by the VILLAGE.
4. The COUNTY agrees that it will not charge the VILLAGE any fees related to the LCDOT permit for the WILSON ROAD PATH. The COUNTY further agrees to waive the Performance Guarantee requirement for said LCDOT permit, provided that the VILLAGE submit an assurance in writing to the COUNTY's County Engineer (hereinafter COUNTY ENGINEER) that the VILLAGE will not release the IMPROVEMENT Contractor's bond until LCDOT has inspected and accepted the condition of the ROW following notification from the VILLAGE of completion of the IMPROVEMENT.
5. The VILLAGE agrees to indemnify, and shall require the VILLAGE's contractor to indemnify, 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, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to the IMPROVEMENT.
6. It is mutually agreed by and between the parties hereto that the VILLAGE has secured a \$307,060 Illinois Transportation Enhancements Program Grant from the Illinois Department of Transportation (hereinafter IDOT) for construction of the IMPROVEMENT (hereinafter ITEP GRANT).

It is further mutually agreed by and between the parties hereto that the VILLAGE shall provide any necessary information and documentation as required by the IDOT for said ITEP GRANT and the COUNTY shall have no responsibility to perform any obligations related to said ITEP GRANT nor to satisfy any IDOT requirements related to the ITEP GRANT.

7. It is mutually agreed by and between the parties hereto that the cost estimates for the IMPROVEMENT are based on the VILLAGE prepared BLR05310C Local Agency Agreement dated 02/13/2025 provided to the COUNTY by the VILLAGE.

It is further mutually agreed by and between the parties hereto that the WILSON ROAD PATH portion of the IMPROVEMENT is approximately 45% (925') of the total length (2080') of the improvements as depicted on the aforementioned BLR05310C form.

8. It is mutually agreed by and between the parties hereto that the cost sharing for the IMPROVEMENT shall be in accordance with the following:
  - a. the VILLAGE shall be responsible for one hundred percent (100%) of the Phase I (preliminary engineering), one hundred percent (100%) of the Phase II (design engineering) costs, and one hundred percent (100%) of the ROW costs of the IMPROVEMENT without reimbursement from the COUNTY.
  - b. the construction and construction engineering costs of the IMPROVEMENT, less the ITEP GRANT, shall be paid for by the VILLAGE with reimbursement by the COUNTY for one hundred percent (100%) of the local match for the WILSON ROAD PATH which is forty-five percent (45%) of the total required local match for the overall IMPROVEMENT (hereinafter COUNTY SHARE), as stipulated below.
  - c. any increase in the COUNTY SHARE for the WILSON ROAD PATH, currently estimated to be \$72,198, is subject to review and approval by the COUNTY ENGINEER. Additional COUNTY funds above this estimated amount are not guaranteed and are subject to availability of funds in the COUNTY's program.
9. The COUNTY agrees that upon award and execution of the construction contract by the IDOT, the COUNTY will pay to the VILLAGE within sixty (60) days of the receipt of an invoice from the VILLAGE, in a lump sum amount based on awarded contract unit prices for the IMPROVEMENT, an amount equal to eighty five percent (85%) of the COUNTY SHARE. At such time, it is estimated that the COUNTY shall owe to the VILLAGE an amount equal to \$61,368.30. The COUNTY further agrees to pay the remaining fifteen percent (15%) of the COUNTY SHARE upon completion of the IMPROVEMENT and LCDOT acceptance of the IMPROVEMENT, in a lump sum amount within sixty (60) days of the receipt of an invoice from the VILLAGE. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the IMPROVEMENT. At such time, it is estimated that the COUNTY shall owe to the VILLAGE an amount equal to \$10,829.70.
10. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, VILLAGE shall assume ownership and maintenance responsibilities of the IMPROVEMENT without reimbursement from the COUNTY, except as stipulated below in Section II, Items 11-17 of THIS AGREEMENT.
11. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT and LCDOT acceptance of the condition of the COUNTY right-of-way, the COUNTY shall assume ownership and maintenance of the storm sewer constructed as

a part of the WILSON ROAD PATH without any future financial contributions by the Village. The COUNTY shall continue maintenance and jurisdictional responsibility over Wilson Road (COUNTY Highway 7).

12. It is mutually agreed by and between the parties hereto that an area of two (2) feet in width from the edge of each side of the WILSON ROAD PATH and fifteen (15) feet in height from the surface of the multi-use path, (hereinafter the MAINTENANCE ZONE), shall be kept clear of any obstruction.
13. It is mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, the VILLAGE shall perform, or cause to be performed, ROUTINE MAINTENANCE of the WILSON ROAD PATH. ROUTINE MAINTENANCE shall include items such as ensuring daily accessibility, removal of debris and garbage from the multi-use path, removal of graffiti from signage and all other visible surfaces, repair of potholes, ruts and other abrupt vertical abnormalities in the WILSON ROAD PATH surface, and landscaping maintenance (including, but not limited to, mowing regularly during the growing season and the removal of vegetation affecting travel and/or encroaching in the MAINTENANCE ZONE and/or obscuring visibility of signs or limiting sight distance at intersections along the WILSON ROAD PATH. Snow plowing, ice removal and/or salting may be performed by the VILLAGE as part of ROUTINE MAINTENANCE. Any damage caused to the WILSON ROAD PATH due to snow plowing, ice removal and/or salting shall be repaired, or cause to be repaired by the VILLAGE. Said ROUTINE MAINTENANCE shall be performed by the VILLAGE at its sole expense in perpetuity without reimbursement from the COUNTY.

It is further mutually agreed by and between the parties hereto that the VILLAGE agrees to keep the multi-use path open for use and to monitor and inspect the conditions of the WILSON ROAD PATH on a regular basis, and if any portion of the traveled surface is in disrepair, it is the responsibility of the VILLAGE to repair potholes, ruts and other surface abnormalities and to make prompt notification to the COUNTY ENGINEER of any structural deficiencies of said WILSON ROAD PATH. Snow removal is not a required ROUTINE MAINTENANCE item but neither is it prohibited.

It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, the COUNTY shall perform, or cause to be performed, CAPITAL MAINTENANCE as it applies to the WILSON ROAD PATH. CAPITAL MAINTENANCE shall include items such as correcting structural deficiencies, resurfacing, seal coating, tree removal upon notice from the VILLAGE due to clear signs of danger (such as disease, split limbs or excessive lean), and replacement and/or reinstallation of damaged and/or end of life COUNTY-owned signage (including all

crossing signs and advanced warning signs). Said CAPITAL MAINTENANCE shall be performed, or caused to be performed, by the COUNTY at its sole expense in perpetuity without reimbursement from the VILLAGE.

14. It is mutually agreed by and between the parties that should the VILLAGE desire to hire a contractor or contractors, as the case may be, to perform its ROUTINE MAINTENANCE obligations under THIS AGREEMENT, the VILLAGE shall notify the 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, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to the ROUTINE MAINTENANCE (or lack thereof) of the WILSON ROAD PATH as heretofore described. The insurance limits required to be provided by the contractor shall be determined by the COUNTY.
15. The COUNTY may terminate the VILLAGE's maintenance obligations of the WILSON ROAD PATH under THIS AGREEMENT, at will and without cause, upon written notification providing ninety (90) days' notice of the time and date when such maintenance shall terminate. Said notification shall be given to the Village Administrator of the VILLAGE.

### **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 VILLAGE (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 VILLAGE 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'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 be deemed to take effect on the first date of the month following 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. Nothing in THIS AGREEMENT will create or be construed or interpreted to create any third-party beneficiary rights. Only the respective parties to THIS AGREEMENT, and no third party, shall have the right to enforce THIS AGREEMENT.
11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
12. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

If to the COUNTY:

Director of Transportation/County Engineer  
Lake County Division of Transportation  
600 West Winchester Road  
Libertyville, IL, 60048-1381

If to the VILLAGE:

Village Administrator  
Village of Round Lake  
442 N. Cedar Lake Road  
Round Lake, IL 60073

13. THIS AGREEMENT shall be considered null and void in the event that the construction contract for the IMPROVEMENT is not awarded by June 1, 2027, unless an extension is requested, in writing, by the VILLAGE and approved by the COUNTY ENGINEER.



**VILLAGE OF ROUND LAKE**

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

Mayor

ATTEST:



Village Clerk

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

4-25-25

**RECOMMENDED FOR EXECUTION**

\_\_\_\_\_  
Shane E. Schneider, P.E.

Lake County Director of Transportation/  
County Engineer

**COUNTY OF LAKE**

ATTEST:

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

Sandra Hart

Chair, Lake County Board

\_\_\_\_\_  
Anthony Vega  
Clerk  
Lake County

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

**EXHIBIT A**  
**General Depiction of the IMPROVEMENT**

**Project Location Map**

Village of Round Lake, Illinois



**BAXTER & WOODMAN**  
CONSULTING ENGINEERS

**EXHIBIT B**  
**ESTIMATED COST OF IMPROVEMENT**

| <b>Improvement</b>       | <b>Total Cost</b> | <b>ITEP GRANT</b> | <b>COUNTY Share of Local Match (45%)</b> | <b>VILLAGE Share of Local Match (55%)</b> |
|--------------------------|-------------------|-------------------|--|---|
| Construction             | \$425,000         | \$273,460         | \$68,193                                 | \$83,347                                  |
| Construction Engineering | \$42,500          | \$33,600          | \$4,005                                  | \$4,895                                   |
| <b>Total Costs</b>       | <b>\$467,500</b>  | <b>\$307,060</b>  | <b>\$72,198</b>                          | <b>\$88,242</b>                           |

*Source-VILLAGE Submitted BLR5310C Dated 2/13/2025*