

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE CITY OF WAUKEGAN
REGARDING LAKE COUNTY'S COURT EXPANSION PROJECT**

THIS AGREEMENT entered into this _____ day of _____, A.D. 2014, by and between the County of Lake, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board (the "County"), and the City of Waukegan, a political subdivision of the State of Illinois, acting by and through its Mayor and City Council (the "City") (the City and County are collectively referred to as the "Parties").

WITNESSETH

WHEREAS, pursuant to Section 5-1106 of the Counties Code the County Board is to provide proper rooms and offices for the accommodation of the circuit court and such rooms and offices should meet reasonable minimum standards prescribed by the Supreme Court of Illinois (55 ILCS 5/5-1106); and

WHEREAS, the County has completed a facilities need study and has determined that in order to provide proper rooms and offices for the accommodation of the circuit court it is in need of constructing additional judicial facilities in Waukegan; and

WHEREAS, the County has undertaken a planning process for such facilities and has finalized plans for a court expansion identified as the Lake County Court Expansion Project ("LCCEP"); and

WHEREAS, the LCCEP will be constructed on several parcels of land the County owns in Waukegan on the southwest corner of Washington and South County Streets; and

WHEREAS, as some of the County's buildings occupy portions of different lots, the County has filed a plat of consolidation with the City so that it can have its structures occupy one lot and that it can meet certain City building and zoning requirements; and

WHEREAS, to meet safety and security standards for judicial facilities and to propose a design that is the most efficient use of space, the County has requested variances from off-street parking and front- and side-yard setback standards from the City; and

WHEREAS, to provide a safe and secure method of transporting inmates and meet safety and security standards for judicial facilities, the City has agreed to allow the County to install a tunnel under Washington Street; and

WHEREAS, the County and the City have determined it to be mutually beneficial to enter into this Agreement to address certain concerns and issues that are not otherwise addressed in the permitting process of the LCCEP; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby recognized, the County and the City hereby agree and enter into the following:

Section I.

Recitals:

1. It is mutually agreed by and between the Parties that the forgoing preambles are incorporated herein as though fully set forth.
2. It is mutually agreed between the Parties that the Project referred to as the Lake County Court Expansion Project shall generally be comprised of four components: a connecting tunnel under Washington Street between the proposed court tower and the existing courthouse; the elevated walkway improvements above Washington Street; a new nine-story Court Tower of approximately 215,000 square feet; and the partial remodeling of the Babcox Justice Center including approximately 45,000 square feet of courts and court holding, intake and booking and kitchen areas.

Section II.

The County agrees:

1. To comply with all City ordinances, including variances approved by the City, and to comply with building codes, site development codes and life safety requirements as reviewed and approved by the appropriate City Departments.
2. To submit to the City plans for appropriate building permits as required by City ordinances for all aspects of construction of the LCCEP.
3. To make payment to the City a fixed amount of \$1,175,000 for all permits referenced in paragraph 2. This permit fee will include all building, planning, engineering, public works, fire department and City connection fees and any and all other City fees relating to the LCCEP. This fee will be paid in full by the County upon issuance of the first permit required for the LCCEP. All subsequent permits will be issued without additional fees.
4. To make certain improvements on the south side of the Washington Street right-of-way where the metered on-street parking is being eliminated between County Street and Martin Luther King Jr Avenue. The improvements are generally described in Exhibit A and include a new curb line and general streetscape improvements consistent with the LCCEP.

5. To make certain improvements on the north side of the Washington Street right-of-way where the metered on-street parking is being eliminated between County Street and Martin Luther King Jr Avenue. The improvements will be designed and submitted for review and approval by the City as part of a future phase of remodeling at the Existing Court Annex Building or the Existing Main Courthouse and not as part of the LCCEP.
6. To make certain improvements in the County Street right-of-way where the metered on-street parking on the west side of County Street is being eliminated. These improvements are generally described in Exhibit A and include a new curb line and general streetscape improvements consistent with the LCCEP.
7. To maintain in perpetuity the improvements and streetscape elements in the Washington Street right-of-way and County Street right-of-way as described in paragraphs 4 through 6 above.
8. To participate with the City and other downtown stakeholders in the development of a wayfinding strategy for the downtown area that incorporates County, City and other facilities of regional importance leading to and including downtown Waukegan.
9. To construct improvements under and over Washington Street generally described as the connecting tunnel and certain other structural improvements required to support the tunnel, elevated walkway and entrance canopy of the new Court Tower and to be responsible in perpetuity for the restoration, maintenance and repairs of such structure(s) in accordance with the approved and permitted plans.
10. To provide improvements to the elevated walkway over Washington Street which will generally include the removal of the brick façade on the west-facing elevation of that walkway, and replace it, to the maximum extent possible, with fenestration. Included in this upgrade will be the removal of the existing interior divider in the walkway, so that unobstructed views through the walkway from both the east and west sides of the upgraded walkway are achieved. Design of the upgraded walkway shall be presented to the Waukegan Economic Development Advisory Board (WEDAB) for consideration and recommendation to the City Council. The walkway upgrade shall be completed prior to the issuance by the City of the final certificate of occupancy for the LCCEP project.
11. To obtain all necessary completion and payment bonds from any and all contractors and sub-contractors, as required by Illinois State statute, for the public improvements in the Washington Street right-of-way and any other public improvements in any City right-of-way, to ensure that these remain in full force and effect during the term of construction, and to provide the City with copies of same.
12. To, at the County's expense, prepare and record documents necessary for the City to grant it an easement in the Washington Street right-of-way to accommodate the LCCEP which more specifically includes a connecting tunnel under Washington Street and certain other structural improvements required to support the tunnel, the elevated walkway and entrance canopy for

the new Court Tower. All easement documents shall be prepared in cooperation with the City. Copies of said recorded documents shall be provided to the City.

13. To repair all damaged areas and to mill and resurface with 3.5" of asphalt those areas of Washington Street and County Street for which repair is necessary as a result of the construction of the LCCEP.
14. To maintain all street closures, detours and traffic management devices required for construction and all other operations related to the completion of the LCCEP as included in Exhibit B.

Section III.

The City agrees:

1. To provide comments on the County's submittals related to the LCCEP in a timely and reasonable manner.
2. To not unreasonably delay, reject, deny or withhold any approvals or issuances of any required building, site, life safety or occupancy permits related to the LCCEP, as provided for in any applicable City ordinance, rule, or regulation.
3. To accept payment from the County in a fixed amount of \$1,175,000 for all permits referenced in paragraph 2. This permit fee will include all building, planning, engineering, public works, fire department and City connection fees and any and all other City fees relating to the LCCEP. This fee will be paid in full by the County upon issuance of the first permit required for the LCCEP. All subsequent permits will be issued without additional fees.
4. That any expenses incurred by the City for third-party review of the County's submittals or inspections for building construction shall be paid by the City from the permit application fees paid to it for the permitting process. The County will not be responsible for or billed additional fees for any such reviews or inspections of building construction.
5. To allow the County to make certain improvements on the south side of the Washington Street right-of-way in the location that the metered on-street parking between County Street and Martin Luther King Jr Avenue currently exists. Certain improvements are generally described in Exhibit A and include a new curb line and general streetscape improvements consistent with the LCCEP.
6. To allow the County to make certain improvements on the north side of the Washington Street right-of-way where the metered on-street parking is being eliminated between County Street and Martin Luther King Jr Avenue. The improvements will be designed and submitted for review and approval by the City as part of a future phase of remodeling at the Existing Court Annex Building or the Existing Main Courthouse and not as part of the LCCEP.
7. To allow the County to make certain improvements in the County Street right-of-way on the west side of County Street where the metered parking currently exists. Certain improvements are generally described in Exhibit A and include a new curb line and general streetscape improvements consistent with the LCCEP.

8. To allow the County to maintain certain improvements and streetscape elements in the Washington Street right-of-way and County Street right-of-way as described in paragraphs 4 through 6 of Section II.
9. To initiate and participate with the County and other downtown stakeholders in the development of a wayfinding strategy for the downtown area that incorporates County, City and other facilities of regional importance leading to and including downtown Waukegan.
10. To allow the County to construct improvements under and over Washington Street generally described as the connecting tunnel and certain other structural improvements required to support the tunnel, elevated walkway and entrance canopy of the new Court Tower and further assure that the County be able to provide for the restoration, maintenance and repairs of such structure(s).
11. To grant the County an easement, drafted in cooperation with the City, to be prepared and recorded by the County, in the Washington Street right-of-way to accommodate the LCCEP which more specifically includes a connecting tunnel under Washington Street and certain other structural improvements required to support the tunnel, elevated walkway and entrance canopy for the new Court Tower.
12. To allow the County to maintain all street closures, detours and traffic management devices required for construction and all other operations related to the completion of the LCCEP as included in Exhibit B.

Section IV.

It is mutually agreed by the Parties:

1. Any notices or submittals to the City shall be addressed to:

Mayor
City of Waukegan
100 N. Martin Luther King Jr. Ave.
Waukegan, IL 60085

With a copy to:

Building, Planning & Zoning Department
City of Waukegan
100 N. Martin Luther King Jr. Ave.
Waukegan, IL 60085

Any notices or submittals to the County shall be addressed to:

County Clerk

County of Lake
18 N. County Street
Waukegan, IL 60085

With a copy to:

County Administrator
County of Lake
18 N. County Street
Waukegan, IL 60085

2. That this Agreement shall not be construed, in any manner or form, to limit the power or authority of the County relating to its rights of ownership of the LCCEP and any of its properties. Nothing in this Agreement is intended to or shall be interpreted as waiving, releasing or limiting the County's right to contest, challenge, contend or argue that the City has unreasonably delayed, rejected, or withheld approval or issuance of any permit or that any conditions imposed by the City are unreasonable or that the City has failed to comply with the terms of this Agreement. Furthermore, nothing in this Agreement shall abdicate, lessen, weaken, limit or override the City's rights, authority, powers and responsibility to evaluate, review, and determine appropriate approvals, rejections and denials of applications, permits, or submissions proffered by the County regarding the LCCEP.
3. That nothing contained in this Agreement is intended to or shall be construed, in any manner or form, as creating or establishing a relationship of co-partners between the Parties hereto, or as constituting either party (including its elected officials, duly appointed officials, officers, employees, and agents), the agent, representative, or employee of the other party for any purpose whatsoever. Both the City and the County are to be and shall remain independent of each other with respect to all services performed under this Agreement.
4. 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; and, (2) 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.
5. That this Agreement shall be deemed to take effect as of the date on which the duly authorized agent of the last party hereto executes this Agreement by affixing his signature.
6. That any action brought to enforce or otherwise relating to this Agreement shall be brought in Lake County Circuit Court 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.

7. 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.
8. 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.
9. 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.
10. That this Agreement shall be binding upon and inure to the benefit of the City and the County.
11. That this Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this Agreement.

CITY OF WAUKEGAN, an Illinois
municipal corporation

By: _____
Wayne Motley, Mayor

ATTEST:

By: _____
Artis Yancey, City Clerk

COUNTY OF LAKE, an Illinois
political subdivision

By: _____
Aaron Lawlor
County Board Chairman

ATTEST:

By: _____
Willard R. Helander
County Clerk