

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE VILLAGE OF ROUND LAKE  
FOR THE CONSTRUCTION OF A STUB ROAD  
CONNECTING EXISTING BEACON LANE  
TO CEDAR LAKE ROAD (COUNTY HIGHWAY 28)**

**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 VILLAGE OF ROUND LAKE, an Illinois Municipal Corporation, acting by and through its Village President 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**, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous of making certain permanent roadway improvements along Cedar Lake Road (County Highway 28), from Townline Road to Illinois Route 120 (Belvidere Road). Said roadway improvements shall include, but not be limited to the construction of a connecting section of Cedar Lake between Townline Road to Illinois Route 120 (Belvidere Road); and,

**WHEREAS**, the above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENT and shall also be known as County Section Number 06-00266-01-FP; and,

**WHEREAS**, there exists a prior related agreement with the VILLAGE entitled INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF ROUND LAKE FOR THE TRANSFER OF RIGHT-OF-WAY NECESSARY FOR THE CONSTRUCTION OF THE EXTENSION OF CEDAR LAKE ROAD (COUNTY HIGHWAY 28) FROM ILLINOIS ROUTE 60 TO IL ROUTE 120 (hereinafter the RIGHT-OF-WAY AGREEMENT). The original RIGHT-OF-WAY AGREEMENT was dated March 20, 2006, and Amendment #1 to said RIGHT-OF-WAY AGREEMENT is dated April 11, 2006; and,

**WHEREAS**, said RIGHT-OF-WAY AGREEMENT, as amended, which, by reference herein, hereby becomes a part hereof; and,

**WHEREAS**, Provision 11 of the RIGHT-OF-WAY AGREEMENT, as amended, addresses the VILLAGE's option to add the construction of an unnamed stub road connecting existing Beacon Lane to Cedar Lake Road (hereinafter STUB ROAD) to the COUNTY's IMPROVEMENT, subject to the approval of the COUNTY's County Engineer (hereinafter COUNTY ENGINEER); and,

**WHEREAS**, the VILLAGE is now desirous for the COUNTY to add the construction of said STUB ROAD to the IMPROVEMENT; and,

**WHEREAS**, the COUNTY, by and through its COUNTY ENGINEER, shall add the construction of said STUB ROAD to its IMPROVEMENT, in accordance with the approved plans, specifications and estimates for the IMPROVEMENT (hereinafter PLANS), which, by reference herein, hereby becomes a part hereof; and,

**WHEREAS**, the alignment and geometry of the STUB ROAD is depicted on Sheets 36 and 43 of the PLANS (Pre-Final version, dated April 30, 2010). Said Sheets are attached as EXHIBIT A to THIS AGREEMENT, which, by reference herein, hereby becomes a part hereof; and,

**WHEREAS**, the VILLAGE shall reimburse the COUNTY for the addition of the STUB ROAD to the IMPROVEMENT, pursuant to Provision 11 of the RIGHT-OF-WAY AGREEMENT and as described in EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the COUNTY has maintenance and jurisdictional authority over Cedar Lake Road; and,

**WHEREAS**, the VILLAGE has maintenance and jurisdictional authority over Beacon Lane; and,

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

**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.  
Addition of the of STUB ROAD to the IMPROVEMENT**

1. The COUNTY agrees to prepare, or cause to be prepared, the PLANS and contract letting documents for the IMPROVEMENT, in accordance with Lake County Division of Transportation (LCDOT) policies and standards.
2. It is mutually agreed by and between the parties hereto that Provision 11 of the RIGHT-OF-WAY AGREEMENT, as amended, addresses the VILLAGE's option to add the construction of a STUB ROAD to the COUNTY's IMPROVEMENT, subject to the approval of the COUNTY's County Engineer (hereinafter COUNTY ENGINEER).
3. The COUNTY agrees, by and through its COUNTY ENGINEER, to add the construction of said STUB ROAD to its IMPROVEMENT, in accordance with the PLANS. [The alignment and geometry of the STUB ROAD is depicted on Sheets 36 and 43 of the PLANS (Pre-Final version, dated April 30, 2010). Said Sheets are attached as EXHIBIT A to THIS AGREEMENT.]

4. The VILLAGE agrees to reimburse the COUNTY for one-hundred percent (100%) of all costs attributable to the addition of the STUB ROAD to the IMPROVEMENT, pursuant to Provision 11 of the RIGHT-OF-WAY AGREEMENT, including construction costs, Design Engineering costs and Construction Engineering Supervision costs (calculated as 10% of construction costs), as presented in EXHIBIT B of THIS AGREEMENT.
5. The COUNTY agrees to let and award the construction contract for the construction of the IMPROVEMENT.
6. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue maintenance and jurisdictional responsibility over Cedar Lake Road and the VILLAGE shall have maintenance and jurisdictional responsibility over Beacon Lane and the STUB ROAD.
7. The VILLAGE agrees that, following the award of the construction contract and the receipt of an invoice from the COUNTY, the VILLAGE will pay to the COUNTY a lump-sum amount based on awarded contract unit prices, an amount equal to ninety-five percent (95%) of its obligation for the addition of the STUB ROAD to the IMPROVEMENT. At this time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to **\$112,318.51**.

The VILLAGE further agrees that to pay the remaining five percent (5%) of its obligation for the addition of the STUB ROAD to the IMPROVEMENT in a lump sum amount, upon completion of the construction of the IMPROVEMENT (including the STUB ROAD) and within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on final costs and final contract quantities at contract unit prices for actual work performed. At this time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to **\$5,911.50**.

8. As of this writing, the letting for the IMPROVEMENT is anticipated to take place in January, 2011.

**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 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 December 1, 2010, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to December 1, 2010. In the event the date that the last authorized agent of the parties hereto affix their signature to THIS AGREEMENT is subsequent to December 1, 2010, 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 their 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 counterparty.
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 roadway improvements contemplated herein are not awarded by January 1, 2015.

**VILLAGE OF ROUND LAKE**

**ATTEST:**

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village President

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

**RECOMMENDED FOR EXECUTION**

\_\_\_\_\_  
Martin G. Buehler, P.E.  
Director of Transportation / County Engineer  
Lake County

**ATTEST:**

\_\_\_\_\_  
County Clerk

**COUNTY OF LAKE**

By: \_\_\_\_\_  
Chair  
Lake County Board

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

**EXHIBIT A**

**Alignment and geometry of the STUB ROAD:**

**Sheets 36 and 43 of the PLANS**

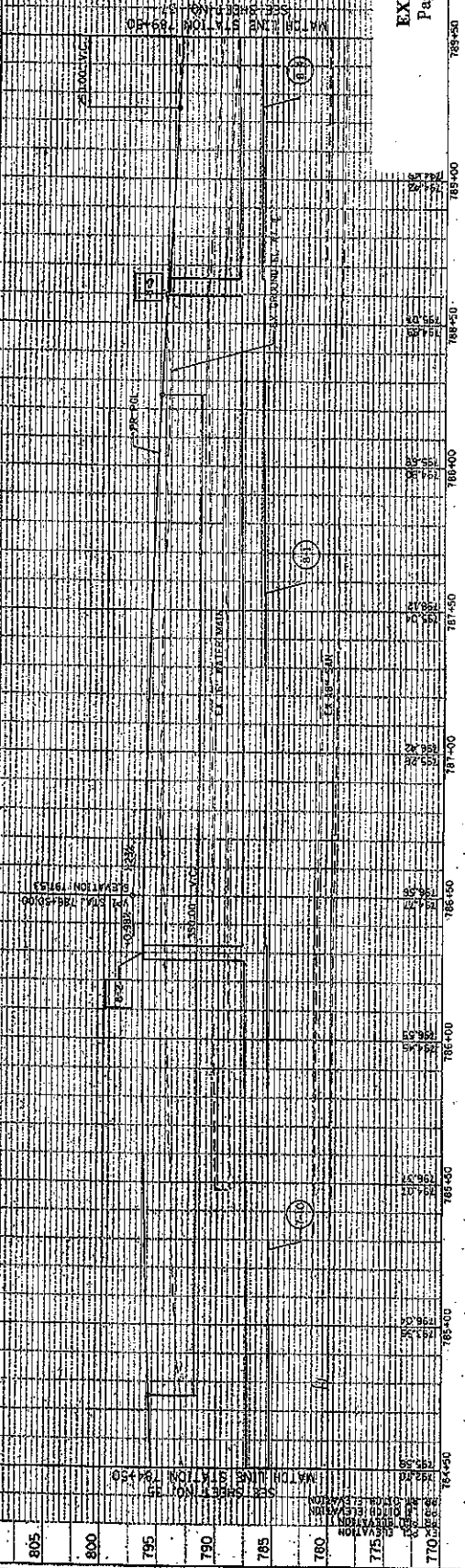
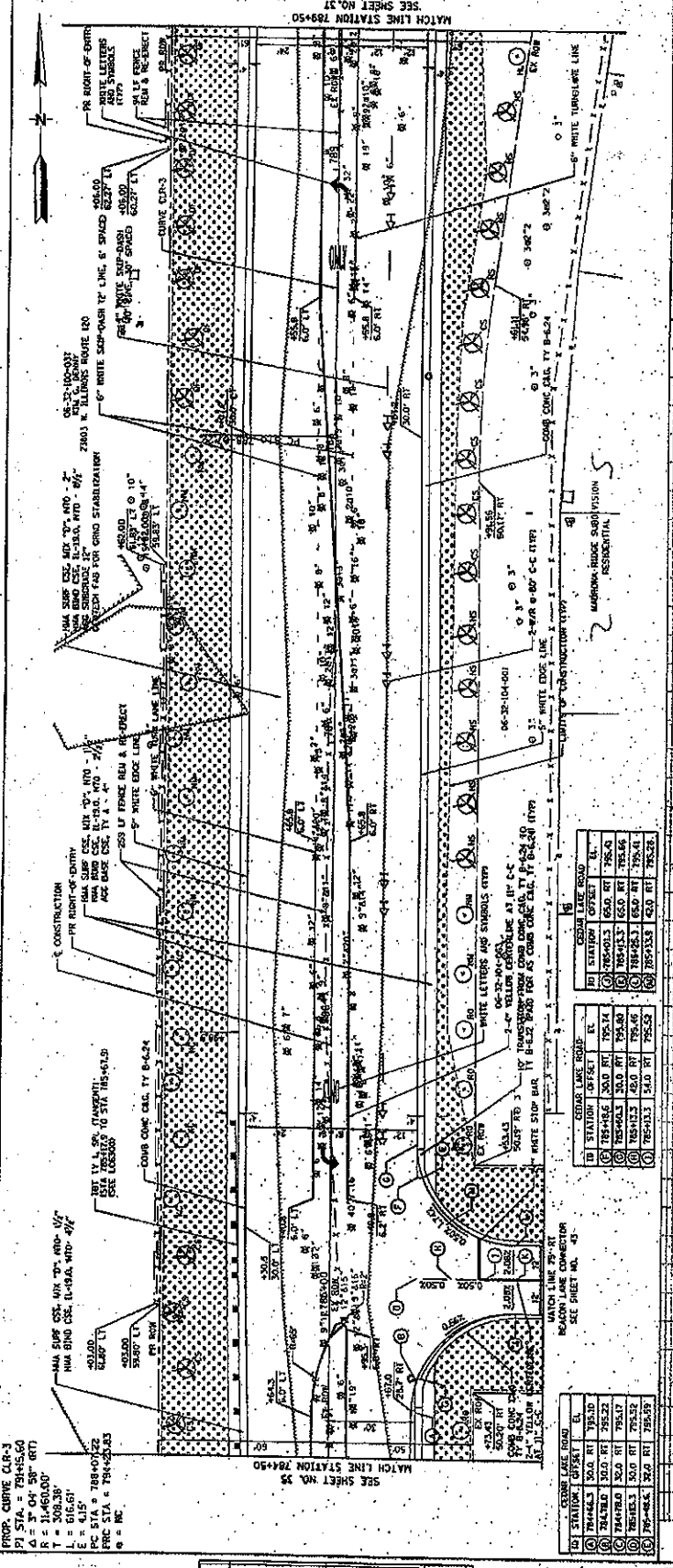
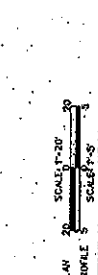
*(Pre-Final version, dated April 30, 2010)*



**LEGEND**

	SEEDING - CLASS 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, 2K, 2L, 2M, 2N, 2O, 2P, 2Q, 2R, 2S, 2T, 2U, 2V, 2W, 2X, 2Y, 2Z
	NITROGEN AND POTASSIUM FERTILIZER
	PHOSPHORUS FERTILIZER
	TOPSOIL
	TOPSOIL WITH FERTILIZER
	NITROGEN AND POTASSIUM FERTILIZER
	PHOSPHORUS FERTILIZER
	1/4" SAND
	TREE REMOVAL
	TREE TRUNK PROTECTION
	1/4" SAND
	1/2" SAND
	3/4" SAND
	1" SAND
	1 1/2" SAND
	2" SAND
	3" SAND
	4" SAND
	6" SAND
	8" SAND
	12" SAND
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	24" SAND
	36" SAND
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	72" SAND
	96" SAND
	144" SAND
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	360" SAND
	432" SAND
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	1728" SAND
	1800" SAND
	1872" SAND
	1944" SAND
	2016" SAND
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	6984" SAND
	7056" SAND
	7128" SAND
	7200" SAND

**NOTES:**  
 1. SURFACES ARE HOT-MIX ASPHALT UNLESS OTHERWISE NOTED.  
 2. THERMOPLASTIC PAVEMENT MARKINGS SHALL BE USED ON ALL HOT-MIX ASPHALT SURFACES.  
 3. FOR DRAINAGE INFORMATION, SEE SHEETS 65 TO 74.  
 4. SEEOTING LIMITS SHALL BE BASED ON THE OTHERWISE NOTED.

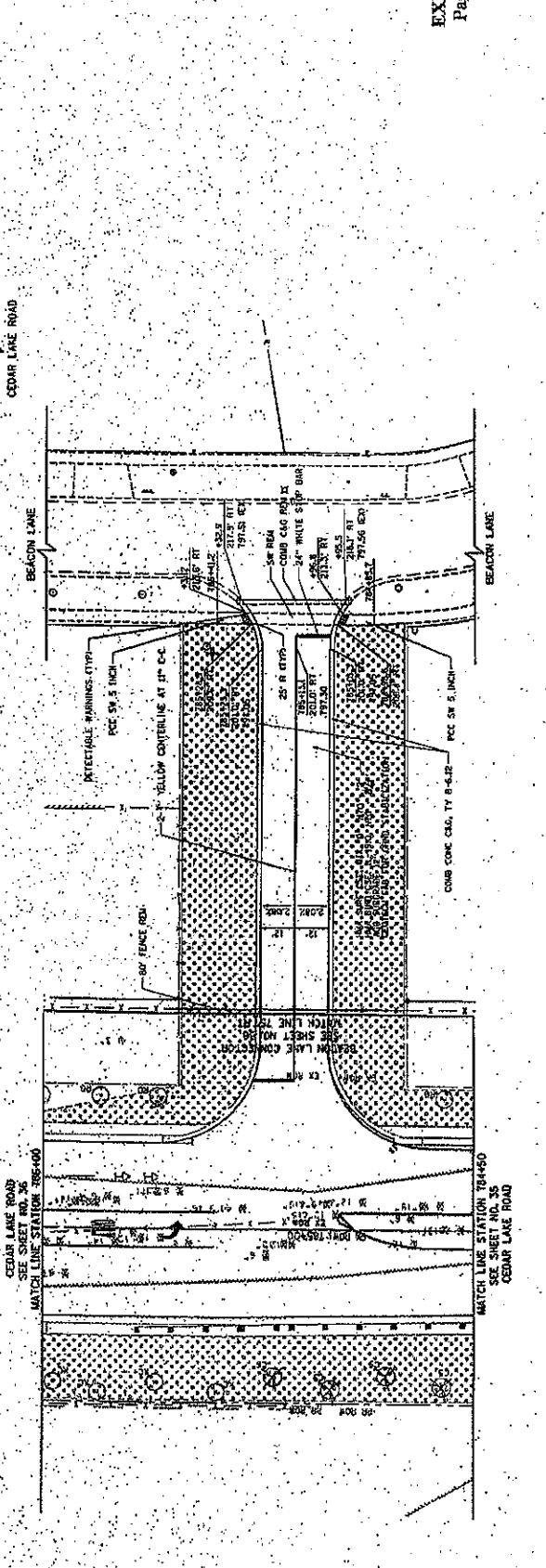
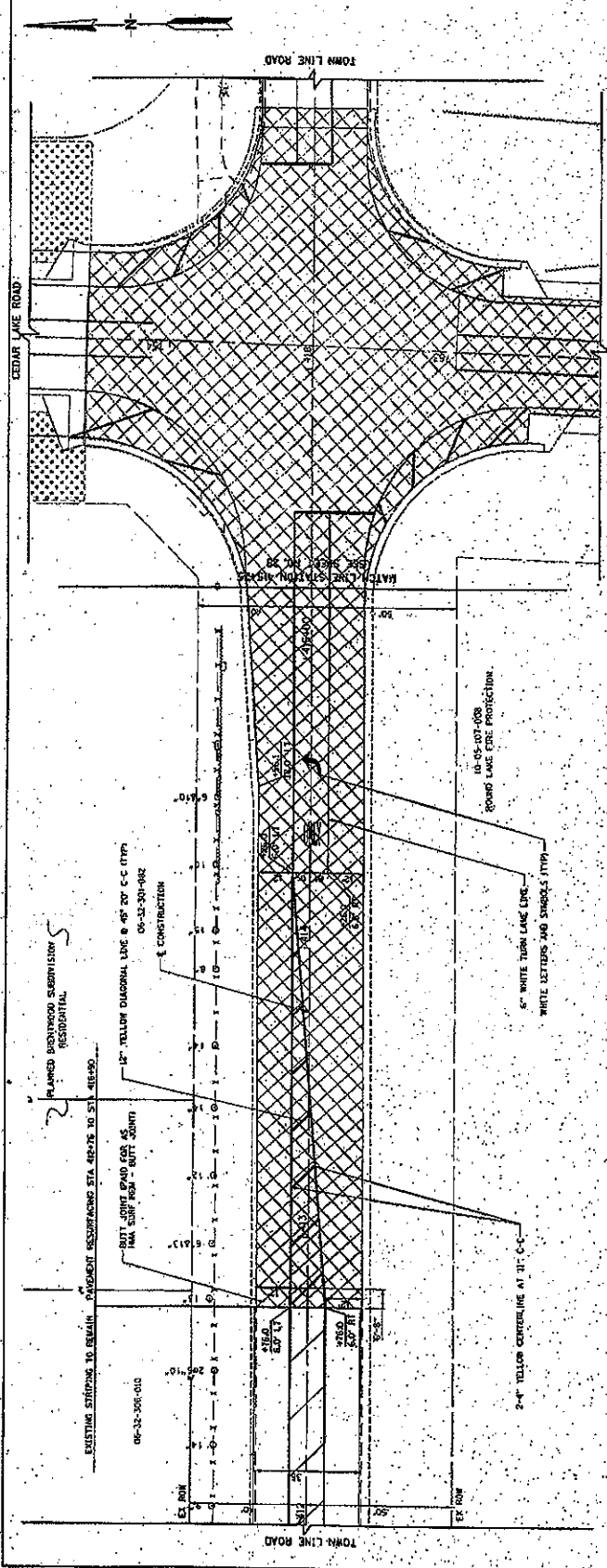
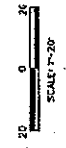


LAKE COUNTY DIVISION OF TRANSPORTATION  
 1100 S. MAIN ST., SUITE 100  
 WASHINGTON, MO 64787  
 PHONE: 660-865-1300  
 FAX: 660-865-1301  
 WWW: WWW.LAKECOUNTYMO.GOV

- LEGEND**
- CLASS 2A PAVEMENT STRUCTURE
  - CLASS 4A LOW PROFILE
  - EROSION CONTROL BLANKET
  - 1/2" YELLOW DIAGONAL LINE @ 45° CC (TYP)
  - 2" YELLOW CENTERLINE AT 18" CC
  - 6" WHITE TURN LANE LINE
  - 24" WHITE STOP BAR
  - 60" FENCE ROD
  - TREE PRUNING & TREE ROOT PROTECTION
  - TREE TRUNK PROTECTION
  - 10'x10' TREE SPACING
  - 10'x10' TREE SPACING WITH 1/2" YELLOW DIAGONAL LINE @ 45° CC (TYP)
  - 10'x10' TREE SPACING WITH 2" YELLOW CENTERLINE AT 18" CC
  - 10'x10' TREE SPACING WITH 6" WHITE TURN LANE LINE
  - 10'x10' TREE SPACING WITH 24" WHITE STOP BAR
  - 10'x10' TREE SPACING WITH 60" FENCE ROD
  - PROPOSED EVERGREEN TREE 5'x5' SPACING
  - CEDAR STREET
  - DOUGLAS FIR

**NOTES:**

1. SURFACES ARE NOT-MIX ASPHALT UNLESS OTHERWISE NOTED.
2. THERMOPLASTIC PAVEMENT MARKINGS SHALL BE USED ON ALL NOT-MIX ASPHALT SURFACES.
3. FOR DRAINAGE INFORMATION, SEE SHEETS 68 10 78.



**EXHIBIT B**  
**Estimated Division of Costs**

Pay Item	Estimated Cost	Portion Attributable to the COUNTY		Portion Attributable to the VILLAGE	
		Percentage	Estimated Cost	Percentage	Estimated Cost
STUB ROAD: Construction <sup>1</sup>	\$85,672.15	0%	--	100%	\$85,672.15
STUB ROAD: Design Engineering Costs <sup>2</sup>	\$23,990.65	0%	--	100%	\$23,990.65
STUB ROAD: Construction Engineering Supervision (calculated as 10% of Construction cost)	\$8,567.22	0%	--	100%	\$8,567.22
<b>Total Reimbursable Costs</b>					<b>\$118,230.02</b>

<sup>1</sup> Estimate of construction costs for the STUB ROAD prepared by TranSystems, Incorporated (dated April 10, 2010).

<sup>2</sup> Based on actual consultant Invoices for design engineering costs necessitated by the addition of the STUB ROAD to the IMPROVEMENT.