

**AGREEMENT**  
**BETWEEN THE COUNTY OF LAKE AND THE CITY OF WAUKEGAN**  
**FOR THE CONSTRUCTION OF**  
**ADDITIONAL STORMWATER DETENTION CAPACITY**  
**ALONG WASHINGTON STREET (COUNTY HIGHWAY 45),**  
**WEST OF NOLL STREET**  
**IN WAUKEGAN, ILLINOIS**

**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 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 the "parties" to THIS AGREEMENT, and either one is referred to individually as a "party" to THIS AGREEMENT.

**WITNESSETH**

**WHEREAS**, the COUNTY has jurisdictional authority over Washington Street (County Highway 45); and,

**WHEREAS**, the section of Washington Street between Green Bay Road (Illinois Route 131) and Teske Boulevard experiences chronic flooding, at times overtopping the crown of the roadway, adversely affecting vehicular traffic as well as owners of private property and businesses; and,

**WHEREAS**, results of the *Skokie Headwaters and North Chicago Flood Damage Feasibility Study* conducted by the COUNTY's Stormwater Management Commission in 2006 call for additional upstream stormwater detention capacity to be constructed; and,

**WHEREAS**, the CITY, in efforts to eliminate flooding along Washington Street and also along the private property north of Washington Street, thereby facilitating the free flow of traffic and ensuring the safety of the motoring public, has applied for and received two (2) grants for a CITY-led project to design and construct additional stormwater detention capacity along the north side of Washington Street, west of Noll street and outside of Lake County highway right-of-way (hereinafter the IMPROVEMENT); and,

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

**WHEREAS**, the COUNTY will participate financially with a portion of the local match for the construction and construction engineering costs of the IMPROVEMENT as stipulated hereafter; and,

**WHEREAS**, traffic flow on Washington Street will benefit directly from this work, as there will be a reduction in the severity of flooding on Washington Street pavement;

**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:

**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 of the IMPROVEMENT**

**A. The CITY's Responsibilities**

1. The CITY agrees to obtain all necessary approvals from the appropriate jurisdictions and prepare, or cause to be prepared, the necessary surveys and design engineering plans and specifications and contract letting documents for the IMPROVEMENT, in accordance with its policies and standards, with no reimbursement by the COUNTY.
2. The CITY agrees to let and award the construction contract for the construction of the IMPROVEMENT.
3. The CITY 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 its procedures and requirements, with financial participation by the COUNTY as stipulated hereafter.
4. The CITY agrees to obtain all necessary authorizations and/or permits necessary for the construction of the IMPROVEMENT and 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 no reimbursement by the COUNTY.

5. The CITY agrees to record all rights-of-way and easements, either permanent or temporary, that may be acquired in connection with the IMPROVEMENT, with no reimbursement by the COUNTY.
6. The CITY must follow all requirements for all grants received for the construction of the IMPROVEMENT.
7. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the CITY shall maintain the IMPROVEMENT, with no reimbursement by the COUNTY.

**B. The COUNTY's Responsibilities**

1. The COUNTY agrees that by executing THIS AGREEMENT, the COUNTY concurs in the award of the construction contract by the CITY, in accordance with the standard policies and procedures as adopted and used by the CITY.
2. The COUNTY, in the interests of ensuring the safety of the motoring public, shall pay a portion of the local match to the two (2) grants awarded. The COUNTY's financial participation shall be limited to \$25,000 or the cost of the local match, whichever is less.
3. The COUNTY agrees that, upon the award of the construction contract for the IMPROVEMENT and within thirty (30) days of the receipt of an invoice from the CITY, the COUNTY shall pay to the CITY in a lump sum, an amount equal to one-hundred percent (100%) of its obligation under THIS AGREEMENT. Payment at the time of the award and receipt of an invoice shall not exceed \$25,000.00.

**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 CITY (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 CITY 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 **October 1, 2009**, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to October 1, 2009. In the event the date that the last authorized agent of the parties hereto affix their signature to THIS AGREEMENT is subsequent to October 1, 2009, 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 COUNTY, 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. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by **January 1, 2012**.

**CITY OF WAUKEGAN**

ATTEST:

Wayne Motley  
City Clerk

By: Robert Sabon  
Mayor

Date: 9-28-09

**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: \_\_\_\_\_