

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE CITY OF WAUKEGAN
FOR ROADWAY IMPROVEMENTS ALONG
BELVIDERE ROAD (ILLINOIS ROUTE 120) BETWEEN KNIGHT AVENUE
AND GREEN BAY ROAD (ILLINOIS ROUTE 131),
INCLUDING SIDEWALK**

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 and City Council, hereinafter referred to as the CITY. The COUNTY and the CITY 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 and non-motorized facility improvements along Belvidere Road (IL Route 120) from Knight Avenue to Green Bay Road (IL Route 131), including road resurfacing and widening, drainage improvements, sidewalk, street lighting, utility relocation, and the upgrade of permanent traffic control signals; and,

WHEREAS, the above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENT. The IMPROVEMENT shall also be referred to as County Section 12-00999-31-WR; and,

WHEREAS, the Illinois Department of Transportation (hereinafter IDOT), has jurisdictional authority over Belvidere Road (IL Route 120) and is responsible for the maintenance of the traffic signals at the intersection of Belvidere Road (IL Route 120) and Green Bay Road (Illinois Route 131); and,

WHEREAS, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared for the COUNTY by Patrick Engineering, (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated December 12, 2018 (Final version); and,

WHEREAS, the CITY operates certain red-light running cameras (hereinafter RED-LIGHT CAMERA) located within the limits of the IMPROVEMENT that the COUNTY shall remove or caused to be removed prior to the start of construction, as a part of the IMPROVEMENT for which the CITY shall reimburse the COUNTY as stipulated hereafter; and

WHEREAS, the CITY is desirous that the COUNTY include the construction of concrete sidewalk along Belvidere Road (IL Route 120), inclusive of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter SIDEWALK) as part of the IMPROVEMENT, as a municipal facility and as detailed in the PLANS, for which the CITY shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the CITY owns certain street lighting facilities that are in conflict with the construction of said IMPROVEMENT; and,

WHEREAS, the CITY is desirous that the COUNTY include the relocation of street lighting, inclusive of light poles, luminaries, foundations, and conduit/unit ducts, (hereinafter STREET LIGHTING) as a municipal facility and as detailed in the PLANS, within the CITY corporate limits and within a portion of the Belvidere Road (IL Route 120) right-of-way, as a part of the IMPROVEMENT for which the CITY shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the RED-LIGHT CAMERA, SIDEWALK and STREET LIGHTING shall collectively be known as CITY FACILITIES; and

WHEREAS, the approximate limits of the proposed CITY FACILITIES within the IMPROVEMENT are as indicated in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the estimated total cost to the CITY for its share of the CITY FACILITIES is as indicated in EXHIBIT B 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 CITY; 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 CITY do hereby enter into the following:

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.
Construction and Maintenance of the IMPROVEMENT
COUNTY Section Number 12-00999-31-WR

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 (hereinafter PLANS) in accordance with Lake County Division of Transportation (LCDOT) policies and standards, as approved by IDOT, with reimbursement from the CITY as hereinafter stipulated.

As of this writing, the current PLANS are the final set of plans prepared by Patrick Engineering, Inc., with a submission date of December 12, 2018. Said PLANS, by reference herein, hereby become a part hereof. The CITY shall have the opportunity to review and approve said PLANS with respect to CITY FACILITIES. Said review and approval of the PLANS by the CITY shall not be unnecessarily withheld.

2. 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 letting date for the IMPROVEMENT is May 14, 2019. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)
3. The COUNTY 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 procedures and requirements, as approved by IDOT, with reimbursement from the CITY as hereinafter stipulated.

4. 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.
5. The COUNTY agrees to remove or cause to be removed the RED-LIGHT CAMERA within the limits of the IMPROVEMENT and the CITY shall reimburse the COUNTY for said removal, as provided in Exhibit B.

It is further agreed by and between the parties hereto that upon completion of the IMPROVEMENT, the re-installation of said red-light running cameras shall be the responsibility of the CITY without reimbursement by the COUNTY.

6. 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 municipalities for new pedestrian facilities within COUNTY improvement projects.

The CITY agrees that the sharing of costs for the installation of SIDEWALK shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering and construction of the SIDEWALK, with reimbursement by the CITY in an amount equal to twenty percent (20%) of the engineering and construction costs for the SIDEWALK, as provided in EXHIBIT B.

7. The CITY shall be responsible for one hundred percent (100%) of the costs for the replacement of STREET LIGHTING [i.e. one hundred percent (100%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of Construction Engineering Supervision costs related to the STREET LIGHTING].
8. The CITY agrees that its estimated total obligation under THIS AGREEMENT for CITY FACILITIES constructed as a part of the IMPROVEMENT and inclusive of Design Engineering costs and Construction Engineering Supervision costs is \$61,952 as indicated in EXHIBIT B to THIS AGREEMENT.

The CITY further agrees that upon award of the construction contract, the CITY will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the CITY FACILITIES, an amount equal to ninety five percent (95%) of its obligation for the CITY FACILITIES. At such time, it is estimated that the CITY shall owe to the COUNTY an amount equal to \$58,854. The CITY further agrees to pay the remaining five percent (5%) of its obligation for the SIDEWALK upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the CITY FACILITIES. At such time, it is estimated that the CITY shall owe to the COUNTY an amount equal to \$3,098.

9. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, IDOT shall continue maintenance and jurisdictional responsibility over Belvidere Road (IL Route 120) and the CITY shall assume ownership and maintenance responsibility over the CITY FACILITIES constructed as a part of this IMPROVEMENT.
10. If requested by IDOT or the COUNTY, the CITY agrees to confirm its ownership and maintenance responsibilities for the CITY FACILITIES in the Belvidere Road (IL Route 120) right-of-way to IDOT in writing, as a portion of the CITY FACILITIES to be constructed as a part of the IMPROVEMENT are proposed within the Belvidere Road (IL Route 120) right-of-way.

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 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 May 1, 2019, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to June 1, 2018. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to May 1, 2019, 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 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. 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, 2025.

ATTEST:

City Clerk

CITY OF WAUKEGAN

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation/ County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

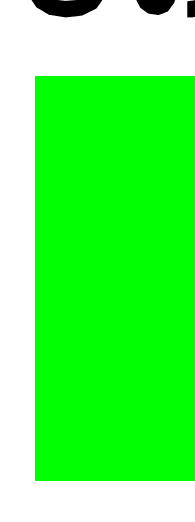
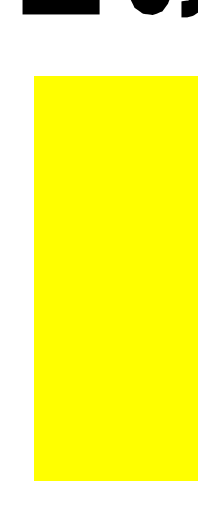
County Clerk

By: _____
Chair
Lake County Board

Date: _____

Exhibit A
Depiction of Proposed Improvement Limits and Sidewalks

**ILLINOIS ROUTE 120 IMPROVEMENT
SIDEWALK REPLACEMENT EXHIBIT**

-  CITY OF WAUKEGAN FUNDED
SIDEWALK IMPROVEMENT
-  PARK CITY FUNDED
SIDEWALK IMPROVEMENT



COMED POLE WITH
PARK CITY LUMINAIRE
IN CONFLICT WITH
PROPOSED SIDEWALK
(PARK CITY ITEM)

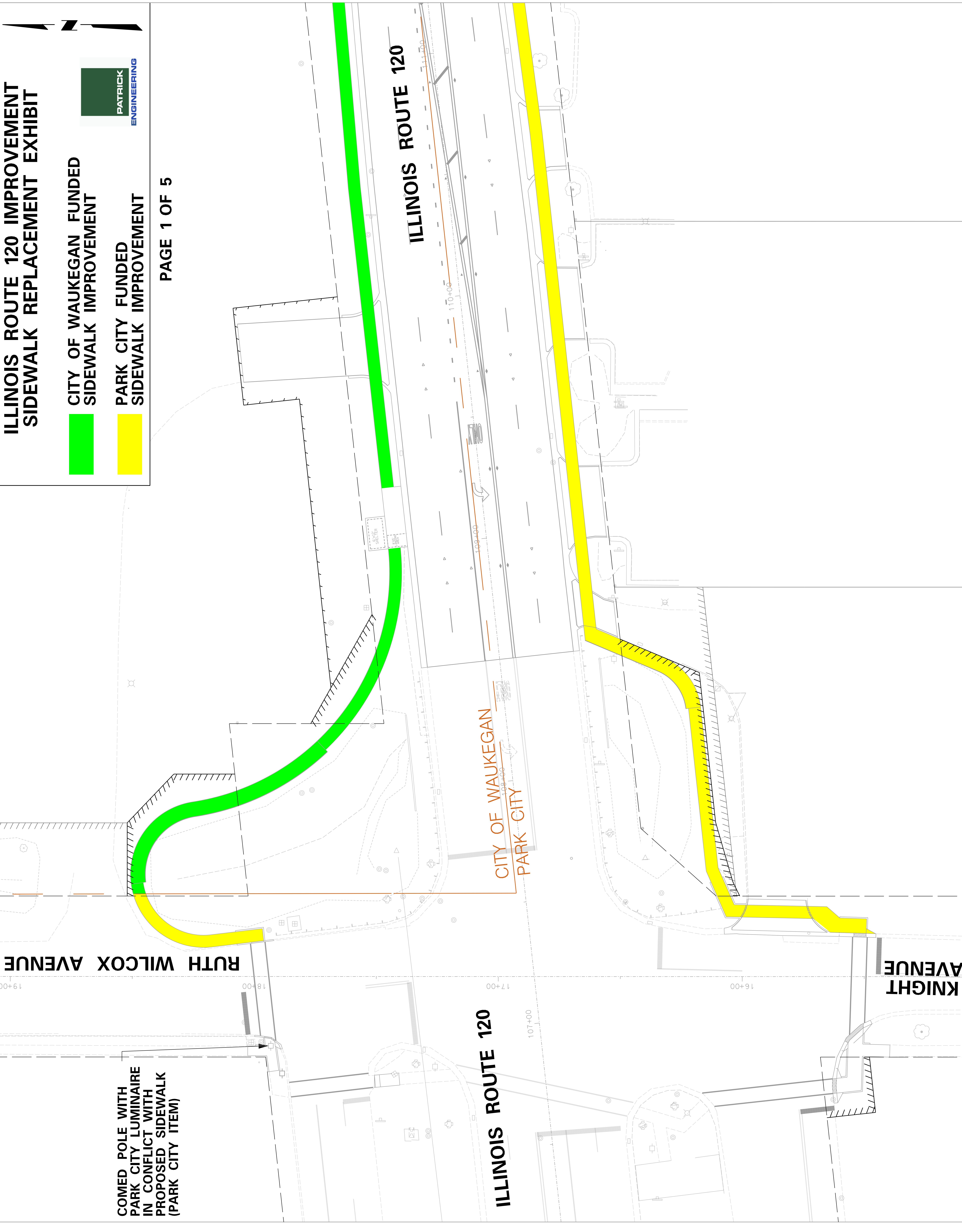
RUTH WILCOX AVENUE

KNIGHT AVENUE

ILLINOIS ROUTE 120

ILLINOIS ROUTE 120

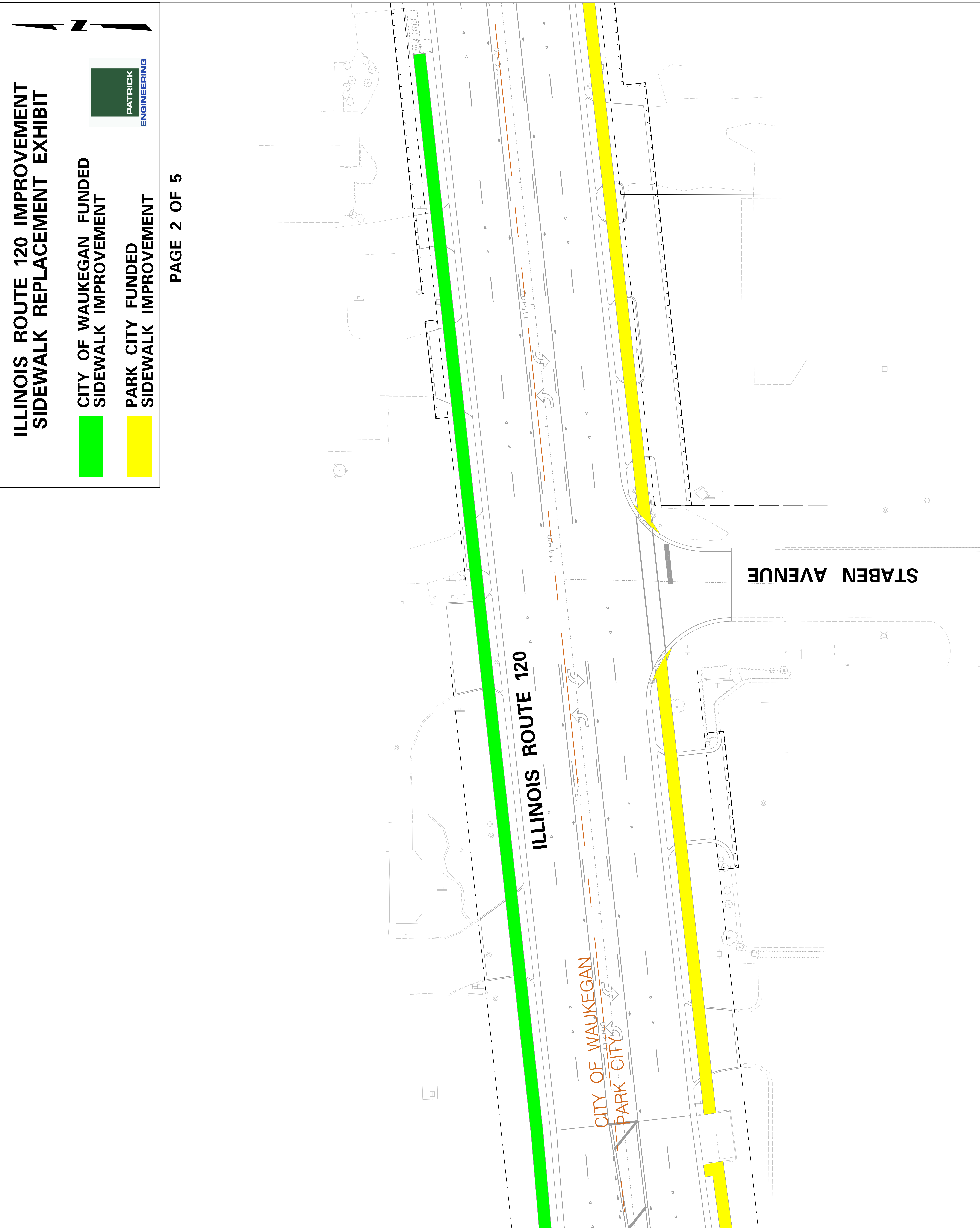
CITY OF WAUKEGAN
PARK CITY



**ILLINOIS ROUTE 120 IMPROVEMENT
SIDEWALK REPLACEMENT EXHIBIT**

 CITY OF WAUKEGAN FUNDED
SIDEWALK IMPROVEMENT

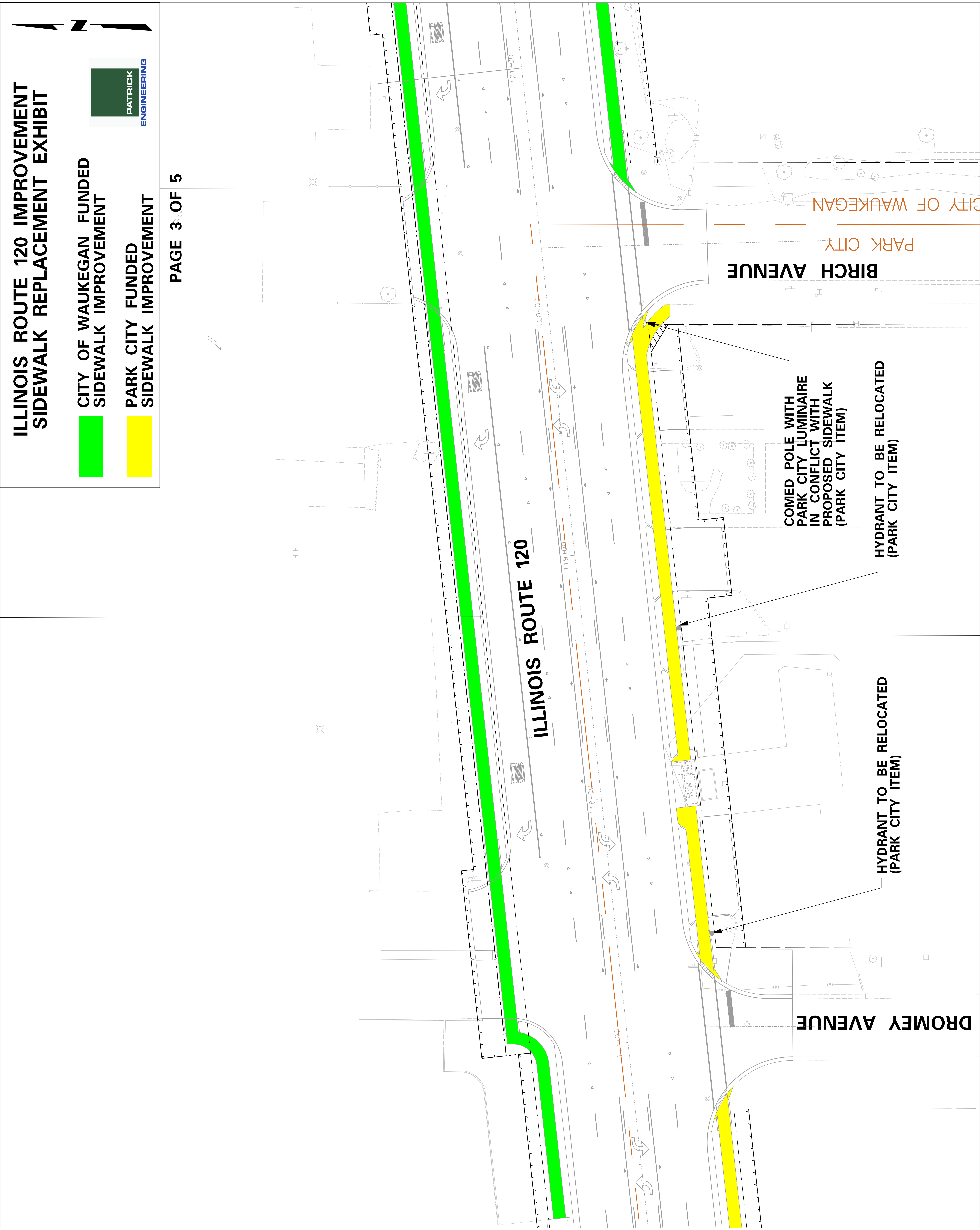
 PARK CITY FUNDED
SIDEWALK IMPROVEMENT



**ILLINOIS ROUTE 120 IMPROVEMENT
SIDEWALK REPLACEMENT EXHIBIT**

 CITY OF WAUKEGAN FUNDED
SIDEWALK IMPROVEMENT

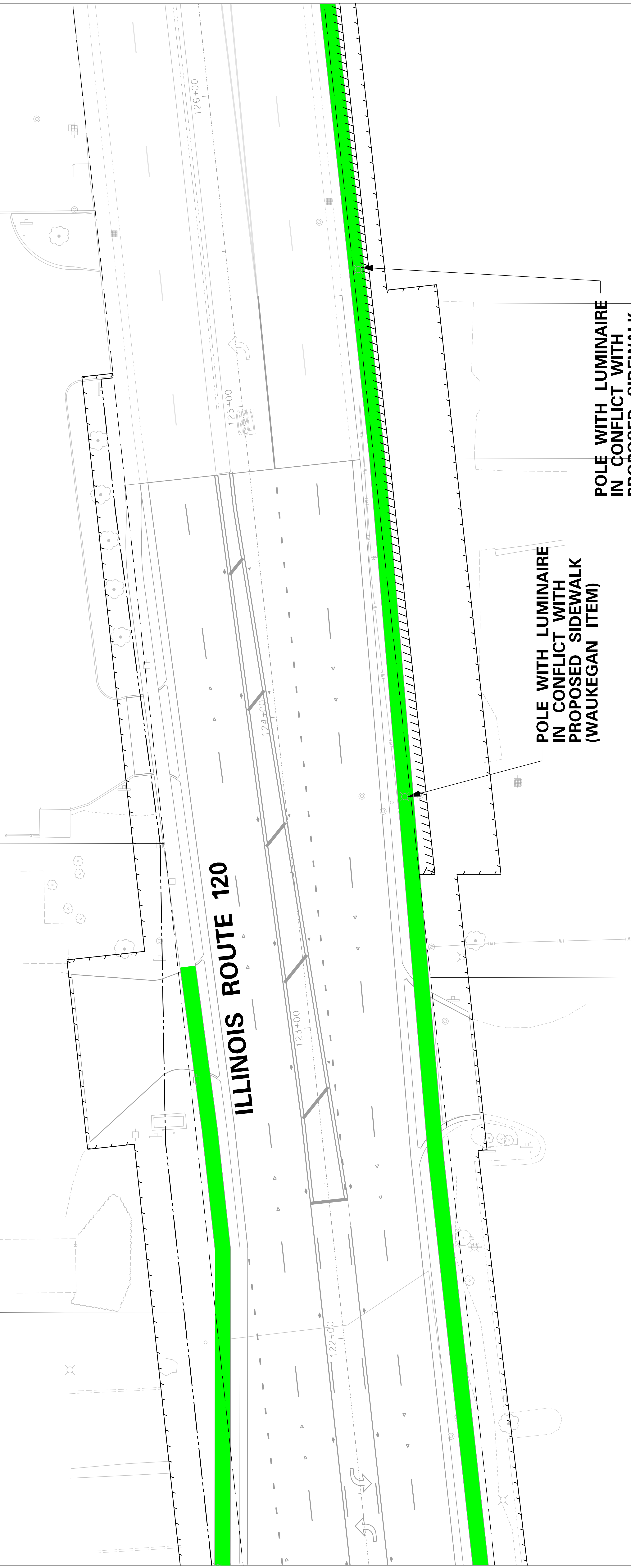
 PARK CITY FUNDED
SIDEWALK IMPROVEMENT



ILLINOIS ROUTE 120 IMPROVEMENT SIDEWALK REPLACEMENT EXHIBIT

 CITY OF WAUKEGAN FUNDED
SIDEWALK IMPROVEMENT

 PARK CITY FUNDED
SIDEWALK IMPROVEMENT



POLE WITH LUMINAIRE
IN CONFLICT WITH
PROPOSED SIDEWALK
(WAUKEGAN ITEM)

POLE WITH LUMINAIRE
IN CONFLICT WITH
PROPOSED SIDEWALK
(WAUKEGAN ITEM)

ILLINOIS ROUTE 120 IMPROVEMENT SIDEWALK REPLACEMENT EXHIBIT

 CITY OF WAUKEGAN FUNDED
SIDEWALK IMPROVEMENT

 PARK CITY FUNDED
SIDEWALK IMPROVEMENT

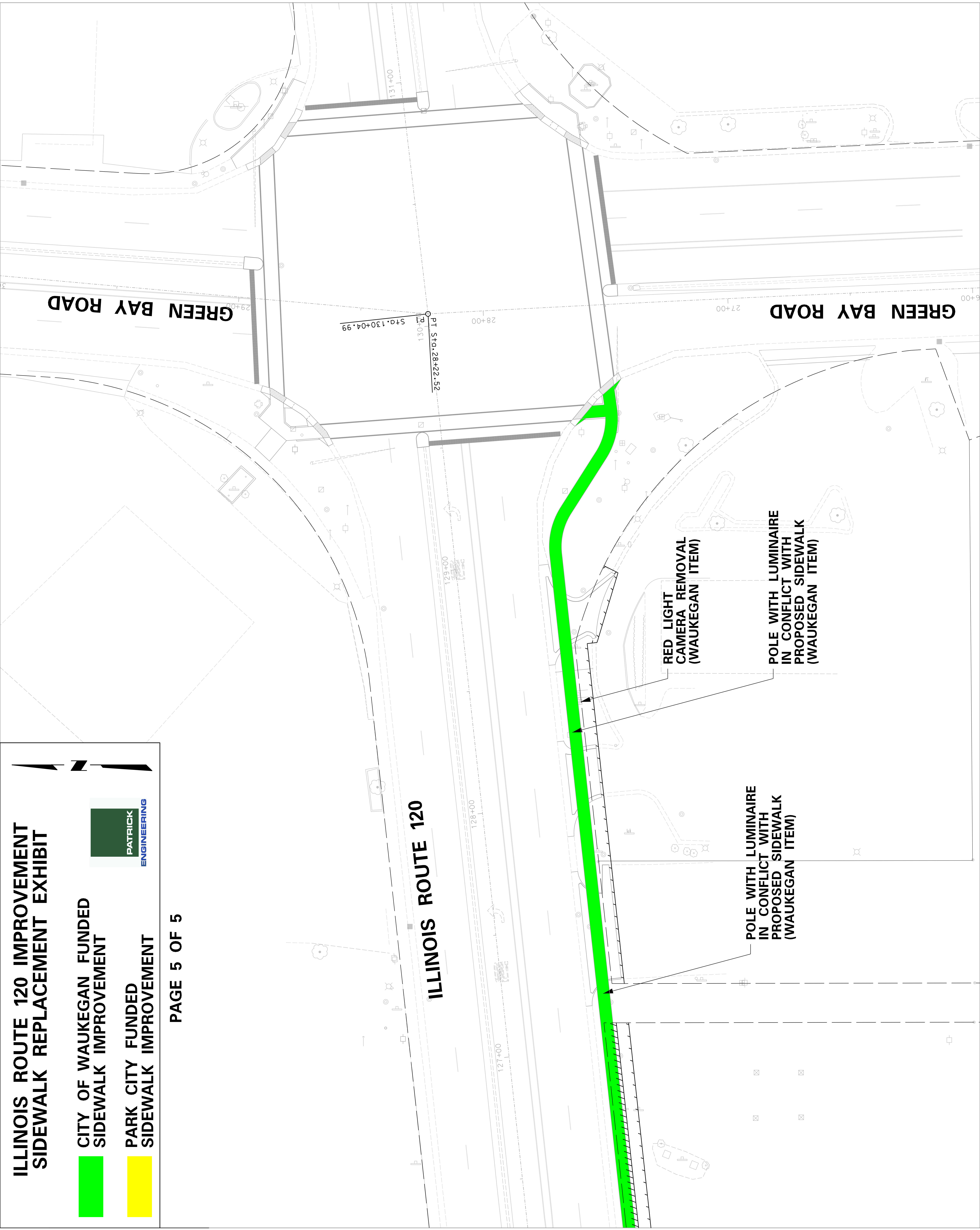


EXHIBIT B
CITY FACILITIES
Breakdown of Estimated Cost for Engineering and Construction
County Section 12-00999-31-WR

| Pay Item | Estimated Cost | Estimated COUNTY Costs | | Estimated CITY Costs | |
|---|----------------|------------------------|--------------|----------------------|---------------------|
| | | Percentage | Amount | Percentage | Amount |
| SIDEWALK/WALS/MULTI-USE PATH Construction (1) | \$139,505.78 | 80% | \$111,604.63 | 20% | \$ 27,901.16 |
| Engineering & Construction Engineering Supervision (Equal; to 17% of construction costs)* | \$ 23,715.98 | 80% | \$18,972.79 | 20% | \$ 4,743.20 |
| LIGHTING | \$ 20,000.00 | 0% | \$ - | 100% | \$ 20,000.00 |
| RED LIGHT CAMERA | \$ 5,050.00 | 0% | \$ - | 100% | \$ 5,050.00 |
| Engineering & Construction Engineering Supervision (Equal; to 17% of construction costs)* | \$ 4,258.50 | 0% | \$ - | 100% | \$ 4,258.50 |
| Total Estimated CITY Costs | | | | | \$ 61,952.85 |

1-Source: Engineer's Estimate of Probable Costs prepared by Patrick Engineering, dated 12/12/18

*Design Engineering is calculated at 7% of construction costs. Construction Engineering is calculated at 10% of construction costs.