

**AGREEMENT**  
**BETWEEN THE COUNTY OF LAKE,**  
**THE VILLAGE OF GRAYSLAKE AND THE VILLAGE OF LIBERTYVILLE FOR THE**  
**TEMPORARY INSTALLATION OF SUPPLEMENTAL SAFETY MEASURES IN THE FORM OF**  
**DELINEATORS AND FOR THE FUTURE COSTS ASSOCIATED WITH THE INSTALLATION**  
**OF BARRIER MEDIANS ON WINCHESTER ROAD (COUNTY HIGHWAY 69) AT THE**  
**NORTHEASTERN ILLINOIS REGIONAL COMMUTER RAIL CORPORATION TRACKS**

**THIS AGREEMENT** 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, the VILLAGE OF GRAYSLAKE a Municipal Corporation, acting by and through its Village President and Village Board, hereinafter referred to as GRAYSLAKE, and the VILLAGE OF LIBERTYVILLE, a Municipal Corporation, acting by and through its Village President and Village Board, hereinafter referred to as LIBERTYVILLE. GRAYSLAKE and LIBERTYVILLE are hereinafter sometimes collectively referred to as the "VILLAGES".

**WITNESSETH**

**WHEREAS**, the Federal Railroad Administration, hereinafter referred to as the FRA, has established nationwide rules, risk thresholds and criteria for establishing areas along railroad tracks within which train crews may be instructed to not regularly sound their horns when approaching at-grade crossings with roads and highways. Said established area where train horns are not sounded is hereinafter referred to as a QUIET ZONE; and,

**WHEREAS**, GRAYSLAKE and LIBERTYVILLE are desirous to establish a QUIET ZONE along the Milwaukee District North Line, hereinafter referred to as the MDNL, operated by the Northeastern Illinois Regional Commuter Rail Corporation, hereinafter referred to as METRA, between mileposts 35.18 and 41.77; and,

**WHEREAS**, the establishment of said QUIET ZONE will require the installation of supplemental safety measures as approved by the FRA in the form of temporary flexible delineators, hereinafter referred to as DELINEATORS, or the future installation of barrier medians, hereinafter referred to as BARRIER MEDIANS, along the centerline of Winchester Road (County Highway 69) both east and west of the METRA MDNL crossing for distances approved by the FRA; and,

**WHEREAS**, GRAYSLAKE and LIBERTYVILLE have agreed to undertake the installation of, the maintenance of the DELINEATORS and pay all of the costs

associated with the DELINEATORS for such a period of time as said DELINEATORS are in place, in use and in operation on Winchester Road in accordance with the Lake County Highway Utility and Facility Placement Ordinance, as amended, hereinafter referred to as the ORDINANCE. Said ORDINANCE by reference herein is hereby made part hereof; and,

**WHEREAS**, GRAYSLAKE and LIBERTYVILLE understand that the COUNTY has an improvement, hereinafter referred to as the COUNTY IMPROVEMENT, programmed for Winchester Road in the year 2014 the limits of which will include and extend beyond the area on Winchester Road where the DELINEATORS are to be installed; and,

**WHEREAS**, GRAYSLAKE and LIBERTYVILLE are desirous of the COUNTY to install permanent supplemental safety measures in the form of BARRIER MEDIANS east and west of the METRA MDNL crossing for distances required by the FRA as part of the COUNTY IMPROVEMENT; and,

**WHEREAS**, GRAYSLAKE and LIBERTYVILLE have agreed to pay all costs associated with the design and construction of said BARRIER MEDIANS as hereinafter stipulated as part of the COUNTY IMPROVEMENT;

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes and local ordinances, the COUNTY, GRAYSLAKE and LIBERTYVILLE do hereby enter into the following:

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. LIBERTYVILLE agrees to make application to the COUNTY's Division of Transportation for a Permit to install DELINEATORS and any appurtenances thereto along the centerline of Winchester Road east and west of the METRA MDNL crossing in accordance with the ORDINANCE.

LIBERTYVILLE further agrees to install, or cause to be installed, and pay one hundred percent (100%) of all costs, with no reimbursement from the COUNTY, of said DELINEATORS and any appurtenances thereto in accordance with the Permit issued by the COUNTY's Division of Transportation. Said Permit by reference herein is hereby made a part hereof.

LIBERTYVILLE further agrees to maintain, or cause to be maintained, and pay one hundred percent (100%) of the maintenance costs with no

reimbursement from the COUNTY, the DELINEATORS and any appurtenances thereto subject to this agreement and said Permit for such a period of time as said DELINEATORS and their appurtenances are in place, in use and in operation.

LIBERTYVILLE further agrees that any maintenance and/or emergency repair work performed on the DELINEATORS shall be done in accordance with the provisions contained in the ORDINANCE.

3. It is mutually agreed by and between the parties hereto that in the event that the presence of the DELINEATORS on Winchester Road result in operational problems, the COUNTY, subject to reimbursement by LIBERTYVILLE, shall have the option of removing said DELINEATORS.

It is further mutually agreed that in the event that LIBERTYVILLE fails to maintain the DELINEATORS, the COUNTY, subject to reimbursement by LIBERTYVILLE, shall have the option of performing the necessary maintenance or removing said DELINEATORS.

4. LIBERTYVILLE agrees to reimburse the COUNTY for one hundred percent (100%) of the costs associated with the maintenance and/or removal of the DELINEATORS by the COUNTY.

LIBERTYVILLE further agrees to pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump, an amount equal to one hundred percent (100%) of the costs for the maintenance and/or the removal of the DELINEATORS by the COUNTY.

5. GRAYSLAKE agrees to reimburse LIBERTYVILLE for fifty percent (50%) of all costs associated with the COUNTY permit, the installation, maintenance, and/or emergency repair of the DELINEATORS for such time as said DELINEATORS are in place, in use and in operation.

GRAYSLAKE further agrees to reimburse LIBERTYVILLE for fifty percent (50%) of the costs associated with the maintenance and/or the removal of the DELINEATORS by the COUNTY as heretofore stipulated.

6. The COUNTY agrees, with reimbursement from GRAYSLAKE and LIBERTYVILLE as hereinafter stipulated, to make all surveys, prepare the design engineering plans and specifications, receive bids and award the construction contract, furnish construction engineering during construction, and cause the COUNTY IMPROVEMENT to be constructed in accordance with the approved plans, specifications, and construction contract. Said approved plans, specifications and construction contract

by reference herein are hereby made a part hereof. Said COUNTY IMPROVEMENT shall include the construction of an eastbound to northbound left turn lane at the west entrance to the COUNTY's Libertyville Campus, the widening of the METRA MDNL crossing, and the construction of BARRIER MEDIANS east and west of said METRA MDNL crossing sufficient to qualify as supplemental safety measures as defined by the FRA at such time as the COUNTY IMPROVEMENT is implemented. Said COUNTY IMPROVEMENT shall be known as COUNTY Section 09-00151-20-CH.

7. It is mutually agreed by and between the parties hereto that the COUNTY IMPROVEMENT is currently programmed for construction during COUNTY fiscal year 2014 subject to plan and funding availability.
8. The VILLAGES agree to reimburse the COUNTY for one hundred percent (100%) of the future construction costs, hereinafter referred to as FUTURE COSTS, associated with the construction of the BARRIER MEDIANS at the METRA MDNL crossing as part of the COUNTY IMPROVEMENT at such time as the COUNTY undertakes said COUNTY IMPROVEMENT.
9. It is mutually agreed by and between the parties hereto that the FUTURE COSTS for which the VILLAGES shall be responsible for the construction only costs associated with said BARRIER MEDIANS shall not exceed \$30,000.00.

It is further mutually agreed that the COUNTY retains the right to not include BARRIER MEDIANS meeting the FRA standards for supplemental safety measures in the COUNTY IMPROVEMENT in the event that the construction costs associated with adding said BARRIER MEDIANS exceed the aforementioned not-to-exceed cost or are otherwise deemed unacceptable to one or more of the parties hereto.

10. The VILLAGES agree to reimburse the COUNTY for the design engineering and construction engineering for the VILLAGES' share of the FUTURE COSTS for said BARRIER MEDIANS. The engineering cost is fixed at seventeen percent (17%) of the FUTURE COSTS for the BARRIER MEDIANS.

The VILLAGES further agree that said FUTURE COSTS shall be based on the then existing current COUNTY standards, specifications, and requirements as determined by the COUNTY's County Engineer, and for the BARRIER MEDIANS, the then existing FRA standards, specifications, and requirements at such time as the COUNTY IMPROVEMENT is undertaken.

The VILLAGES further agree that GRAYSLAKE and LIBERTYVILLE will each pay fifty percent (50%) of the total FUTURE COSTS, including engineering,

associated with the BARRIER MEDIANS and that each of the VILLAGES will be invoiced directly by the COUNTY for said FUTURE COSTS.

11. The VILLAGES agree that upon award of the construction contract by the COUNTY, GRAYSLAKE and LIBERTYVILLE will each pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum based on awarded contract unit prices, an amount equal to ninety-five percent (95%) of its obligation incurred under THIS AGREEMENT for the FUTURE COSTS, including engineering, for the BARRIER MEDIANS as part of the COUNTY IMPROVEMENT.

The VILLAGES further agree to pay to the COUNTY the remaining five percent (5%) of their respective obligations incurred under THIS AGREEMENT for the FUTURE COSTS, including engineering, for the BARRIER MEDIANS as a part of said COUNTY IMPROVEMENT. Payment to the COUNTY shall be in a lump sum, within thirty (30) days of the receipt of an invoice from the COUNTY, based on final costs and final contract quantities at contract unit prices for actual work performed.

12. The VILLAGES agree that by executing THIS AGREEMENT, the VILLAGES concur in the award of the construction contract for the COUNTY IMPROVEMENT by the COUNTY in accordance with the standard policies and procedures as adopted and used by the COUNTY.
13. The COUNTY agrees, upon completion of the COUNTY IMPROVEMENT, to maintain, or cause to be maintained, the BARRIER MEDIANS with no reimbursement from the VILLAGES.
14. 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 VILLAGES (including their elected officials, duly appointed officials, officers, employees and agents), the agents, representatives or employees of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGES are to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
15. 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 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.

16. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
17. 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.
18. 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.
19. 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. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by THIS AGREEMENT.
20. 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.
21. It is mutually agreed by and between the parties hereto that THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
22. THIS AGREEMENT shall remain in full force and effect for such a period of time as the DELINEATORS, and appurtenances thereto, and/or the BARRIER MEDIANS at the METRA MDNL crossing at Winchester Road remain in place, in use and in operation.

VILLAGE OF GRAYSLAKE

ATTEST:

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

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

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

VILLAGE OF LIBERTYVILLE

ATTEST:

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

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

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

RECOMMENDED FOR EXECUTION

\_\_\_\_\_  
Lake County  
County Engineer

COUNTY OF LAKE

ATTEST:

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

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

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