

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF ROUND LAKE FOR ROADWAY
IMPROVEMENTS, NON-MOTORIZED FACILITY IMPROVEMENTS AND
WATERMAIN IMPROVEMENTS ALONG WASHINGTON STREET (COUNTY
HIGHWAY 45) BETWEEN CEDAR LAKE ROAD (COUNTY HIGHWAY 28) AND
HAINESVILLE ROAD (COUNTY HIGHWAY 24)**

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 Mayor 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 and non-motorized facility improvements along Washington Street (County Highway 45) from Cedar Lake Road (County Highway 28) to Hainesville Road (County Highway 24), including, road widening, concrete sidewalk (hereinafter SIDEWALK), and bike lanes, collectively; 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 number 05-00121-07-WR (Cedar Lake Road to Hainesville Road) and the portion of the IMPROVEMENT within the VILLAGE limits is generally depicted in the attached EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Washington Street; and,

WHEREAS, the VILLAGE owns and maintains certain potable water facilities within the project limits in conflict with the proposed IMPROVEMENT, including watermain, hydrants, valves, vaults, and other miscellaneous appurtenances (hereinafter WATERMAIN), for which relocation and adjustment is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous that the COUNTY should increase the size and relocate and/or adjust said VILLAGE-owned WATERMAIN within the proposed IMPROVEMENT and this watermain-related work shall be included as part of the IMPROVEMENT, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE is desirous to include the construction of a SIDEWALK within the VILLAGE corporate limits, as a municipal facility, within a portion of the Washington Street right-of-way as part of the IMPROVEMENT, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the COUNTY has received approval for the use of Illinois Transportation Enhancement Program (ITEP) funds relating to the IMPROVEMENT for County Section number 05-00121-07-WR, which is programmed through the Illinois Department of Transportation (IDOT); and,

WHEREAS, IDOT is the implementing agency for ITEP funding and said ITEP funding normally covers eighty percent (80%) of the construction and construction engineering supervision costs of non-motorized facility improvements; and,

WHEREAS, the approximate limits of existing and proposed VILLAGE facilities within County Section number 05-00121-07-WR are as indicated in EXHIBIT A, to THIS AGREEMENT, which are attached hereto and are hereby made a part hereof; and,

WHEREAS, the estimated total cost to the VILLAGE for its share of the IMPROVEMENT 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 VILLAGE; 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 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.
Construction of the IMPROVEMENT**

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 VILLAGE as hereinafter stipulated.

As of this writing, the current PLANS are the final set of plans prepared by Civiltech Engineering, Inc., with a submission date of December 12, 2012. Said PLANS, by reference herein, hereby become a part hereof.

The VILLAGE shall have the opportunity to review said PLANS. Said review of the PLANS by the VILLAGE 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 IDOT. As of this writing, the

anticipated letting date for the IMPROVEMENT is April 26, 2013. (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 VILLAGE 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 record all County Highway rights-of-way that may be acquired in connection with the IMPROVEMENT for County Section number 05-00121-07-WR.
6. The VILLAGE agrees to assist with facilitating the relocation of said WATERMAIN with local village residents including providing notice of any temporary water service interruptions.
7. It is mutually agreed by and between the parties hereto that the COUNTY has prepared the PLANS so as to be eligible for federal funding.

However, federal funding is not available for the WATERMAIN related work. The VILLAGE shall be responsible for one hundred percent (100%) of the WATERMAIN related work inclusive of Design Engineering costs and Construction Engineering Supervision costs related to the WATERMAIN.

8. The COUNTY agrees to construct the WATERMAIN related work in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said WATERMAIN related work is estimated to be \$813,500, inclusive of Design Engineering costs and Construction Engineering Supervision costs, as indicated in EXHIBIT B to THIS AGREEMENT.
9. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-

MOTORIZED POLICY), NON-MOTORIZED POLICY sets forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new municipal sidewalk within County Highway rights-of-way.

The VILLAGE 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 VILLAGE in an amount equal to twenty percent (20%) of the engineering and construction costs for the SIDEWALK, as provided in EXHIBIT B.

10. If federal ITEP funding is available for the SIDEWALK related work (as administered by IDOT), the VILLAGE shall be responsible for four percent (4%) of the total cost for the SIDEWALK. If federal funding is not available, the VILLAGE shall then be responsible for twenty percent (20%) of the total cost for the SIDEWALK.
11. The COUNTY agrees to construct the SIDEWALK in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said SIDEWALK is estimated to be \$9,402, inclusive of Design Engineering costs and Construction Engineering Supervision costs, as indicated in EXHIBIT B to THIS AGREEMENT.
12. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for WATERMAIN and SIDEWALK related work is \$822,902.
13. The VILLAGE further agrees that upon award of the construction contract, the VILLAGE 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 WATERMAIN and SIDEWALK related work, an amount equal to ninety-five percent (95%) of its obligation for the WATERMAIN and SIDEWALK related work. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$781,757.
14. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the WATERMAIN and SIDEWALK related work 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 WATERMAIN and SIDEWALK related work. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$41,145.

15. It is further mutually agreed by and between the parties hereto that the Village must submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by May 1, 2013 for the WATERMAIN related work and SIDEWALK, the approval of which shall not be unnecessarily withheld by the COUNTY.
16. 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 Washington Street, and the VILLAGE shall continue maintenance and responsibility of the WATERMAIN and shall assume maintenance and responsibility over the SIDEWALK.

SECTION III. General Provisions

1. It is mutually agreed by and between the parties hereto that THIS AGREEMENT is subject to the requirements of the agreement between the COUNTY and IDOT relative to the federal funding approved by IDOT for the IMPROVEMENT also referred to as County Section number 05-00121-07-WR (Cedar Lake Road to Hainesville Road).

It is further mutually agreed by and between the parties hereto that IDOT has determined that the costs for the WATERMAIN work are not eligible for federal funding. The VILLAGE is responsible for one hundred percent (100%) of all non-federally eligible costs for the WATERMAIN work.

It is further mutually agreed by and between the parties hereto that should IDOT determine that the cost for the SIDEWALK for the IMPROVEMENT are not eligible for federal

funding, the VILLAGE shall be responsible for twenty percent (20%) of all non-federally eligible costs for the ineligible portion of the SIDEWALK.

2. 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.
3. 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.
4. 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.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on May 1, 2013, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to May 1, 2013. 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, 2013, 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
12. 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, 2017.

VILLAGE OF ROUND LAKE

ATTEST:

Village Clerk

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

Paula J. Trigg, P.E.
Director of Transportation /
County Engineer
Lake County

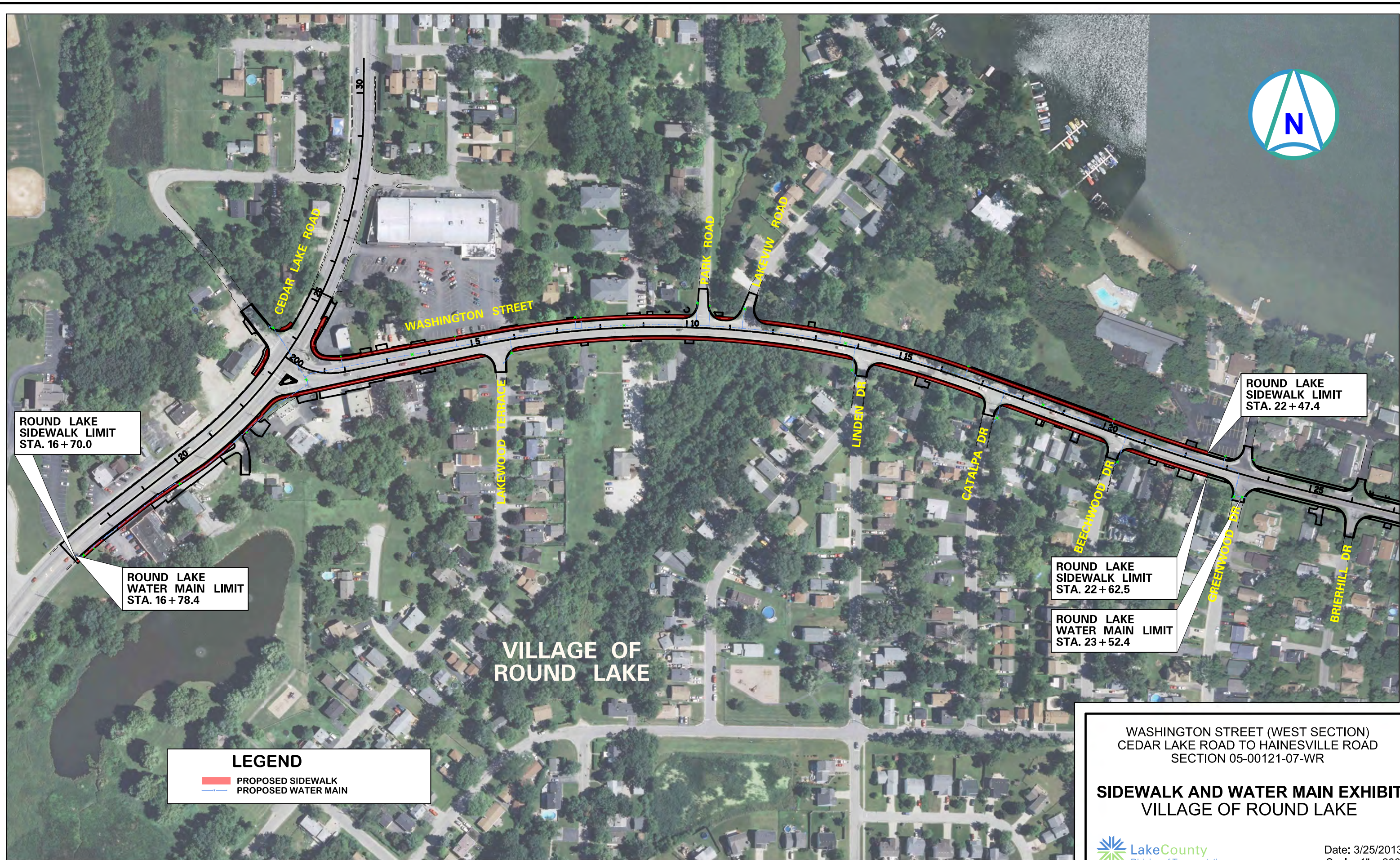
COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chairman
Lake County Board

Date: _____



ROUND LAKE
SIDEWALK LIMIT
STA. 16+70.0

ROUND LAKE
WATER MAIN LIMIT
STA. 16+78.4

ROUND LAKE
SIDEWALK LIMIT
STA. 22+47.4

ROUND LAKE
SIDEWALK LIMIT
STA. 22+62.5

ROUND LAKE
WATER MAIN LIMIT
STA. 23+52.4

LEGEND

- PROPOSED SIDEWALK
- PROPOSED WATER MAIN

WASHINGTON STREET (WEST SECTION)
CEDAR LAKE ROAD TO HAINESVILLE ROAD
SECTION 05-00121-07-WR

SIDEWALK AND WATER MAIN EXHIBIT
VILLAGE OF ROUND LAKE



Date: 3/25/2013
Scale: 1" = 200'

EXHIBIT A

EXHIBIT B

**Estimated Division of Costs for the
Washington Street Improvements**

County Sections 05-00121-07-WR (West Section: Cedar Lake Road to Hainesville Road)

Item	Estimated Cost	Portion Attributable to LCDOT		Portion Attributable to Village of Round Lake	
		Percentage	Cost	Percentage	Cost
<u>West Project</u>					
Sidewalk	\$ 200,891	96%	\$ 192,855	4%	\$ 8,036
Watermain	\$ 698,912	0%	\$ -	100%	\$ 698,912
Construction Subtotal	\$ 899,803		\$ 192,855		\$ 706,948
Ped Design Engineering (7%)	\$ 14,062	96%	\$ 13,500	4%	\$ 562
Utility Design Engineering	\$ 44,697	0%	\$ -	100%	\$ 44,697
Ped Construction Engineering (10%)	\$ 20,089	96%	\$ 19,286	4%	\$ 804
Utility Construction Engineering (10%)	\$ 69,891	0%	\$ -	100%	\$ 69,891
Engineering Subtotal	\$ 148,740		\$ 32,785		\$ 115,954
West Project Totals	\$ 1,048,542		\$ 225,641		\$ 822,902

Source: Washington Street Cost Estimate - Civiltech, Inc. - December 13, 2012