

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND LAKE VILLA TOWNSHIP FOR THE CONSTRUCTION  
OF ROADWAY IMPROVEMENTS AND A MULTI-USE PATH ALONG PETITE LAKE  
ROAD (COUNTY HIGHWAY 51)**

**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, and the LAKE VILLA TOWNSHIP, a unit of local government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as the TOWNSHIP. The COUNTY and the TOWNSHIP 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 to make certain permanent roadway improvements along Petite Lake Road (County Highway 51) from approximately 360 feet west of Fairfield Road (County Highway 49) to approximately 800 feet east of Illinois Route 59, (hereinafter the IMPROVEMENT). The IMPROVEMENT shall be referred to as County Section 10-00181-05-EG. As of this writing, the scheduled letting date for the IMPROVEMENT is February 17, 2015; and,

**WHEREAS**, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared for the COUNTY by Civiltech Engineering, Inc. (hereinafter PLANS), which, by reference herein are hereby made a part hereof. As of this writing, the current PLANS are those dated January 26, 2015 (final version); and,

**WHEREAS**, the TOWNSHIP and the Lake County Forest Preserve District (hereinafter DISTRICT) are desirous that the COUNTY include the construction of a multi-use path (hereinafter MULTI-USE PATH) as part of the IMPROVEMENT; and,

**WHEREAS**, said IMPROVEMENT shall include, but not be limited to, the reconstruction and widening of Petite Lake Road and the construction of a 1,610 foot long and ten (10) foot wide MULTI-USE PATH; and,

**WHEREAS**, the proposed MULTI-USE PATH will provide connectivity between a proposed TOWNSHIP-owned bike path south of Petite Lake Road and a future DISTRICT path north of Petite Lake Road; and,

**WHEREAS**, the TOWNSHIP and the DISTRICT are both desirous to fund portions of the proposed MULTI-USE PATH and the entire MULTI-USE PATH constructed as a part of this IMPROVEMENT will be owned and maintained by the TOWNSHIP; and,

**WHEREAS**, the TOWNSHIP-funded segment shall be from 867 feet east of the intersection of Illinois Route 59 and Petite Lake Road (measured from the center of the intersection) to 185 feet west of the intersection of Petite Lake Road and Sir John Drive (measured from the center of the intersection) along the south side of Petite Lake Road measuring 777 feet in length; and,

**WHEREAS**, the DISTRICT-funded segment shall be along the south side of Petite Lake Road from 313 feet west of the intersection of Petite Lake Road and Cedar Valley Drive (measured from the center of the intersection) to 48 feet east of the intersection of Petite Lake Road and Cedar Valley Drive (measured from the center of the intersection) measuring 316 feet in length, and along the north side of Petite Lake Road from Sir John Drive to 649 feet east of the intersection of Petite Lake Road and Sir John Drive (measured from the center of the intersection) measuring 630 feet in length, for a total overall length of 946 feet; and,

**WHEREAS**, the TOWNSHIP is desirous of entering into an agreement with the COUNTY, specifically addressing the MULTI-USE PATH, which is generally depicted on EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, it has been determined by engineering studies that, in order to construct the TOWNSHIP-funded segment of the MULTI-USE PATH, three (3) temporary easements (hereinafter TEMPORARY EASEMENTS) and one (1) permanent easement (hereinafter PERMANENT EASEMENT) outside of the county highway right-of-way are required, which are generally depicted on EXHIBIT A: and,

**WHEREAS**, the TOWNSHIP shall reimburse the COUNTY for the TOWNSHIP-funded segment of the MULTI-USE PATH as stipulated hereafter; and,

**WHEREAS**, the estimated total construction, easements and engineering costs for the TOWNSHIP-funded segment of the MULTI-USE PATH and the estimated total costs to the TOWNSHIP for its share of the MULTI-USE PATH are as indicated in EXHIBIT B to THIS AGREEMENT which is attached hereto and hereby made a part hereof; and,

**WHEREAS**, the COUNTY has jurisdiction over Petite Lake Road; and,

**WHEREAS**, the IMPROVEMENT will be constructed by the COUNTY and upon completion, the TOWNSHIP will own and maintain, or cause to be maintained, the MULTI-USE PATH constructed as a part of this IMPROVEMENT in perpetuity without reimbursement by the COUNTY or the DISTRICT; and,

**WHEREAS**, the IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and of the TOWNSHIP and will be permanent in nature;

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

**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.**  
**The Design, Construction and Maintenance of the IMPROVEMENT and MULTI-USE PATH**

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, including the MULTI-USE PATH, in accordance with the Lake County Division of Transportation (hereinafter LCDOT) policies and standards.

As of this writing, the current PLANS are the final set of plans prepared by Civiltech Engineering, Inc., with a submission date of January 26, 2015. Said PLANS, by reference herein, hereby become a part hereof.

The TOWNSHIP shall have the opportunity to review and approve said PLANS with respect to the MULTI-USE PATH. Said review of the PLANS by the TOWNSHIP shall not be unnecessarily withheld.

2. The COUNTY agrees to construct the MULTI-USE PATH in accordance with the PLANS.
3. 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 COUNTY construction letting date for the IMPROVEMENT is February 17, 2015. The date of said scheduled COUNTY construction letting is subject to change without notice to the TOWNSHIP and is a function of the availability of funding and project readiness.
4. The COUNTY agrees to cause the IMPROVEMENT to be constructed in accordance with the approved PLANS and to perform, or cause to be performed, the Construction Engineering-Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements with reimbursement by the TOWNSHIP as stipulated in the attached EXHIBIT B.
5. 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, with reimbursement by the TOWNSHIP as stipulated in the attached EXHIBIT B.
6. It is mutually agreed that upon completion of the IMPROVEMENT and upon notice from the COUNTY, the MULTI-USE PATH as depicted on EXHIBIT A within the County highway right-of-way of Petite Lake Road will be owned and maintained by the TOWNSHIP in perpetuity without reimbursement by the COUNTY or the DISTRICT, including making future changes or revisions to the MULTI-USE PATH as needed because of operations of the LCDOT. Neither the COUNTY nor the DISTRICT will have any obligation to maintain such portion of the MULTI-USE PATH.

7. It is further mutually agreed by and between the parties hereto that, absent an emergency situation, the TOWNSHIP shall perform its maintenance on the MULTI-USE PATH within the County highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm.

It is further mutually agreed by and between the parties hereto that the TOWNSHIP must submit to the COUNTY, for the COUNTY's approval, an executed form, LOCAL AGENCY UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY by April 1, 2015 for the MULTI-USE PATH, the approval of which shall not be unnecessarily withheld by the COUNTY.

### **SECTION III.**

#### **The TOWNSHIP's Reimbursements to the COUNTY**

1. 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 local agencies for new MULTI-USE PATHS within COUNTY highway rights-of-way that are within the project limits of an IMPROVEMENT.

The TOWNSHIP agrees that the sharing of costs for the easements, design and installation of the MULTI-USE PATH shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the easements, engineering and construction of the MULTI-USE PATH, with reimbursement by the TOWNSHIP in an amount equal to twenty percent (20%) of the easements, engineering and construction costs for the TOWNSHIP-funded segment of the MULTI-USE PATH within the project limits of the IMPROVEMENT, as provided in EXHIBIT B.

2. The actual costs of acquiring the temporary and permanent easements, and designing and constructing the MULTI-USE PATH will be divided in accordance with EXHIBIT B, including the percentages stated there in.
3. The TOWNSHIP agrees that its estimated total obligation under THIS AGREEMENT is \$16,814, which is identified as "Estimated TOWNSHIP Costs" in EXHIBIT B.

The TOWNSHIP agrees that upon the COUNTY's award of the construction contract, the TOWNSHIP will pay to the COUNTY within thirty (30) days after the receipt of an invoice from the COUNTY, in a lump sum based on awarded contract unit prices and actual easement acquisition costs, an amount equal to ninety-five percent (95%) of the TOWNSHIP's estimated obligation for the MULTI-USE PATH under THIS AGREEMENT. Such amount is estimated to be \$15,973.

The TOWNSHIP further agrees to pay the COUNTY the remaining balance of its obligation under this AGREEMENT in a lump sum amount within thirty (30) days after the receipt of an invoice from the COUNTY, following completion of the project. Said remaining five percent shall be based on final costs of contract unit prices for actual work performed. Final payment to the COUNTY is estimated to be \$841.

#### **SECTION IV. 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 making the TOWNSHIP (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, or the COUNTY (including its elected officials, duly appointed officials, employees, and agents) the agent, representative, or employee of the TOWNSHIP for any purpose or in any manner whatsoever. The TOWNSHIP is to be and shall remain independent of the COUNTY, and vice-versa, 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 take effect on April 1, 2015, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to April 1, 2015. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to April 1, 2015, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the 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 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, the illegality of such provision 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 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 shall 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 other party, 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. Except where otherwise provided in THIS AGREEMENT, the term of THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both of the parties hereto.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the IMPROVEMENT are not awarded by the COUNTY on or before January 1, 2018.

**LAKE VILLA TOWNSHIP**

**ATTEST:**

*Jeanne Amuda*  
Clerk  
Lake Villa Township

By: *[Signature]*  
Supervisor

Date: *3-9-15*

**RECOMMENDED FOR EXECUTION**

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

**COUNTY OF LAKE**

**ATTEST:**

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

By: \_\_\_\_\_  
Chairman  
Lake County of Board

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



**EXHIBIT A**  
**General Depiction of the MULTI-USE PATH**  
*County Section 10-00181-05-EG*

ED SULLIVAN  
PIN: 0230300011



PETITE LAKE ROAD


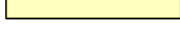





WILLIAM & ANDREA REISS  
PIN: 0231100042

HENRY R & PATRICIA A KAZMIEROWICZ  
PIN: 0231100037

SANTELLA DENINNO  
PIN: 0230300017

MICHAEL J &  
KRISTA M C BIRCH  
PIN: 0230300018

### LEGEND

-  LAKE VILLA TOWNSHIP MULTI-USE PATH
-  LAKE VILLA TOWNSHIP MULTI-USE PATH (FUNDED BY LCFPD)
-  LAKE VILLA TOWNSHIP MULTI-USE PATH (TO BE CONSTRUCTED BY IDOT)
-  EXISTING RIGHT-OF-WAY
-  PROPOSED RIGHT-OF-WAY
-  PROPOSED TEMPORARY EASEMENT
-  PROPOSED PERMANENT EASEMENT

PATRICK & MARY ADAMEK  
PIN: 0231100006


LAKE VILLA TOWNSHIP  
PIN: 0231100063

LAKE COUNTY DIVISION OF TRANSPORTATION

PETITE LAKE ROAD RECONSTRUCTION

**MULTI-USE PATH EXHIBIT**

**LAKE VILLA TOWNSHIP**

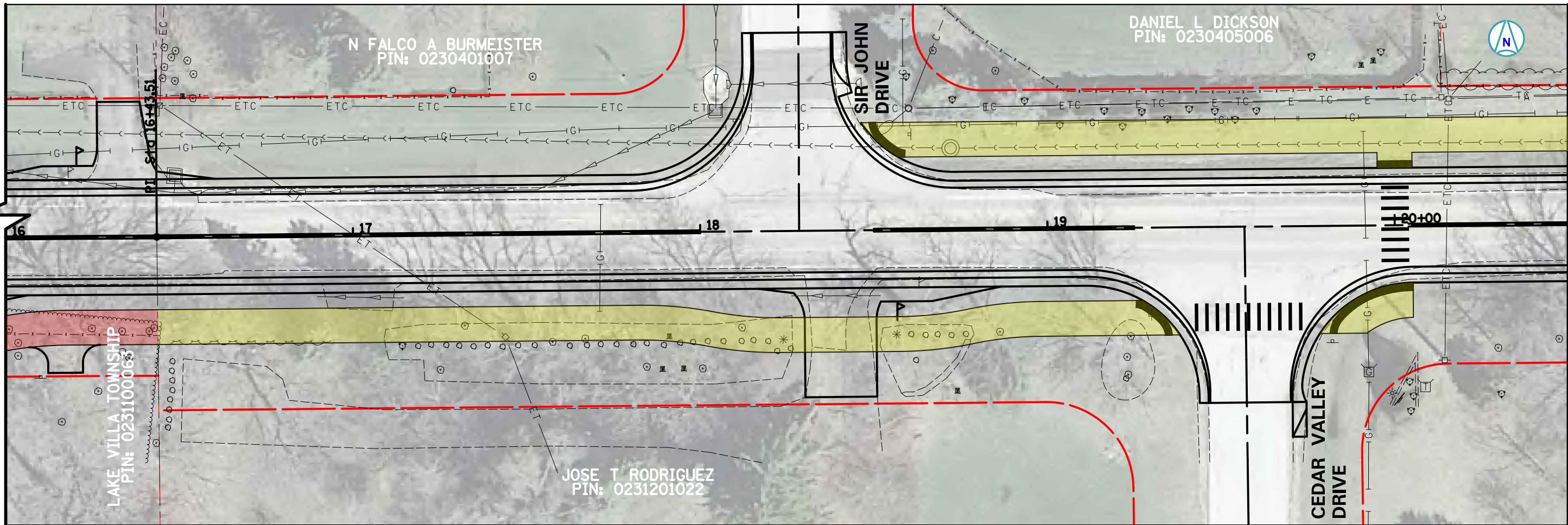


Date: 2/16/15

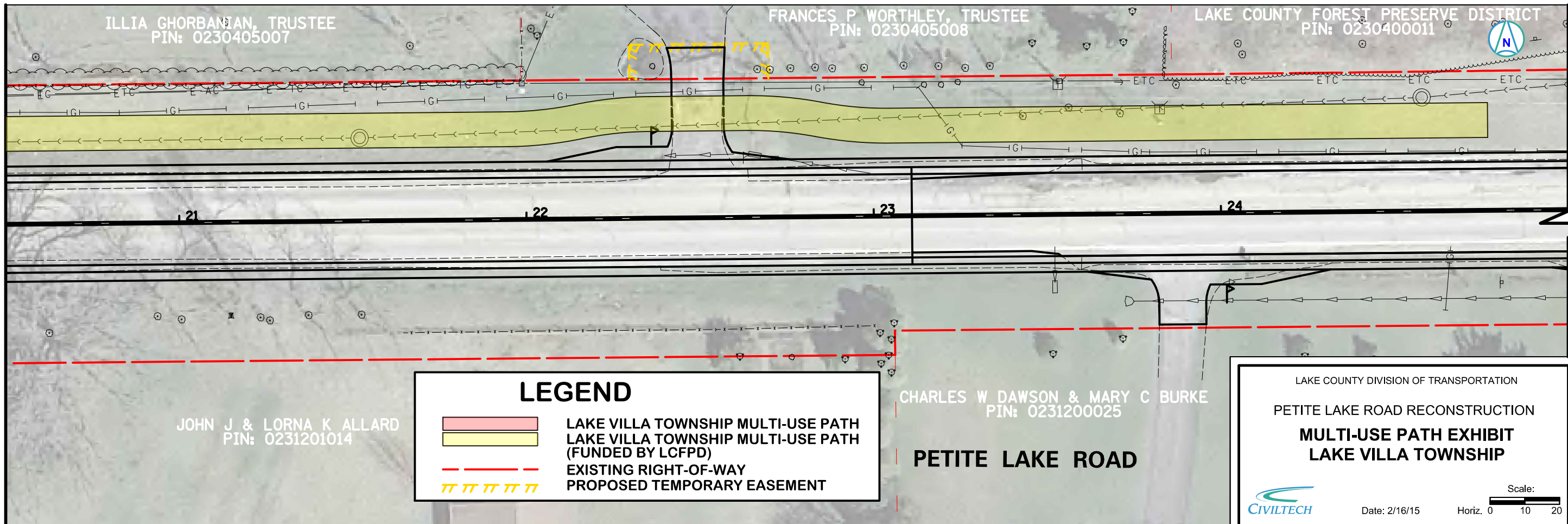
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SEE BELOW

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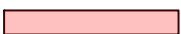
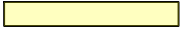




SEE BELOW



SEE ABOVE

**LEGEND**

	LAKE VILLA TOWNSHIP MULTI-USE PATH
	LAKE VILLA TOWNSHIP MULTI-USE PATH (FUNDED BY LCFPD)
	EXISTING RIGHT-OF-WAY
	PROPOSED TEMPORARY EASEMENT

CHARLES W DAWSON & MARY C BURKE  
PIN: 0231200025


**PETITE LAKE ROAD**

LAKE COUNTY DIVISION OF TRANSPORTATION

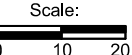
PETITE LAKE ROAD RECONSTRUCTION

**MULTI-USE PATH EXHIBIT**

**LAKE VILLA TOWNSHIP**



Date: 2/16/15

Scale: 

Horiz. 0 10 20

**EXHIBIT B**  
**Estimated Division of Costs for the TOWNSHIP-funded segment**  
**of the MULTI-USE PATH**  
*County Section 10-00181-05-EG*

Pay Item	Estimated Cost	Estimated COUNTY Costs		Estimated TOWNSHIP Costs	
		Percentage	Amount	Percentage	Amount
Multi-Use Path Construction Costs	\$62,153	80%	\$49,722	20%	\$12,431
Right-of-Way Acquisition for Multi-Use Path (Temporary & Permanent Easements)	\$11,350	80%	\$9,080	20%	\$2,270
Design Engineering & Construction Supervision ( <i>equal to 17% of construction costs</i> )	\$10,566	80%	\$8,453	20%	\$2,113
		<b>Total Estimated TOWNSHIP MULTI-USE PATH Costs</b>			<b>\$ 16,814</b>
		<b>Total Estimated COUNTY MULTI-USE PATH Costs</b>			<b>\$67,255</b>