

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE VILLAGE OF GRAYSLAKE  
FOR MULTI-USE PATH AND SIDEWALK IMPROVEMENTS ALONG  
ALLEGHANY ROAD (COUNTY HIGHWAY 39)  
AT PETERSON ROAD (COUNTY HIGHWAY 20)**

**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 GRAYSLAKE, an Illinois Municipal Corporation, acting by and through its Village Mayor and Village Board, 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 PETERSON ROAD (County Highway 20) and ALLEGHANY ROAD (County Highway 39) (hereinafter the IMPROVEMENT); and,

**WHEREAS**, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Christopher B. Burke Engineering, Limited (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated October 22, 2014 (Pre-Final version); and,

**WHEREAS**, said IMPROVEMENT shall include, but not be limited to, reconstruction and widening of Peterson Road into a 4-lane boulevard with a landscape median, reconstruction of the Peterson Road / Alleghany Road intersection, resurfacing of Alleghany Road, traffic signal modernization, landscaping, culverts, and construction of multi-use path and sidewalk. The IMPROVEMENT shall be referred to as County Section 10-00098-19-RP. As of this writing, the scheduled letting date for the IMPROVEMENT is February 17, 2015; and,

**WHEREAS**, the VILLAGE is desirous that the COUNTY include the construction of a 1,273 foot long and ten foot wide multi-use path along the west side of Alleghany Road (hereinafter MULTI-USE PATH) and 1,273 foot long and 6 foot wide sidewalk (hereinafter SIDEWALK) along the east side of Alleghany Road as municipal facilities, within a portion of the Alleghany Road right-of-way as part of the IMPROVEMENT, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the proposed MULTI-USE PATH and SIDEWALK shall serve as non-motorized facilities which will ultimately provide connectivity to the proposed Fort Hill Trail and the Prairie Crossing Bike Path; and,

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

**WHEREAS**, the VILLAGE shall reimburse the COUNTY for the MULTI-USE PATH and SIDEWALK as stipulated hereafter; and,

**WHEREAS**, the estimated total cost to the VILLAGE for its share of the MULTI-USE PATH and SIDEWALK are as indicated in EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the COUNTY has maintenance and jurisdictional authority over Peterson Road and Alleghany Road; and,

**WHEREAS**, the IMPROVEMENT will be constructed by the COUNTY and upon completion, the VILLAGE shall own and maintain, or cause to be maintained, said VILLAGE MULTI-USE PATH and SIDEWALK in perpetuity without reimbursement from the COUNTY; 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 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 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 including the MULTI-USE PATH and SIDEWALK in accordance with Lake County Division of Transportation (LCDOT) policies and standards.

As of this writing, the current PLANS are the pre-final set of plans prepared by Christopher B. Burke Engineering, Limited, with a submission date of October 22, 2014. Said PLANS, by reference herein, hereby become a part hereof.

The VILLAGE shall have the opportunity to review and approve said PLANS with respect to the VILLAGE MULTI-USE PATH and SIDEWALK. 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 LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is February 17, 2015. (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, 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'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 municipal SIDEWALK and MULTI-USE PATH within County Highway rights-of-way that are within the project limits of the IMPROVEMENT.

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

6. The COUNTY agrees to cause the MULTI-USE PATH and SIDEWALK to be constructed as part of the IMPROVEMENT in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified.
7. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for the MULTI-USE PATH and SIDEWALK is \$50,963, which is identified as "Estimated VILLAGE Costs" on EXHIBIT B.
8. 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 MULTI-USE PATH and SIDEWALK work, an amount equal to ninety-five percent (95%) of its obligation. At this time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$48,415.

9. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the MULTI-USE PATH 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 MULTI-USE PATH and SIDEWALK related work. At this time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$2,548.
10. The VILLAGE shall own and maintain the MULTI-USE PATH and SIDEWALK, as municipal facilities in perpetuity with no reimbursement from the COUNTY, including making future changes or revisions to the MULTI-USE PATH and SIDEWALK as needed because of the operations of the LCDOT.
11. It is further mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE shall perform its maintenance on the MULTI-USE PATH and SIDEWALK within the County highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 p.m.

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 February 1, 2015 for the MULTI-USE PATH and SIDEWALK, the approval of which shall not be unnecessarily withheld by the COUNTY.

12. The VILLAGE agrees that the operation and maintenance of the MULTI-USE PATH and SIDEWALK shall be in accordance with the MUNICIPAL ACCEPTANCE FORM.
13. 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 Peterson Road and Alleghany Road, and the VILLAGE shall assume maintenance and responsibility over the MULTI-USE PATH and SIDEWALK.

### **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 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.
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 March 1, 2015, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to March 1, 2015. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to March 1, 2015, 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. 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 improvements contemplated herein are not awarded by January 1, 2018.

ATTEST:

  
Village Clerk  
Deputy



VILLAGE OF GRAYSLAKE

By:   
Mayor

Date: May 5, 2015

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

ATTEST:

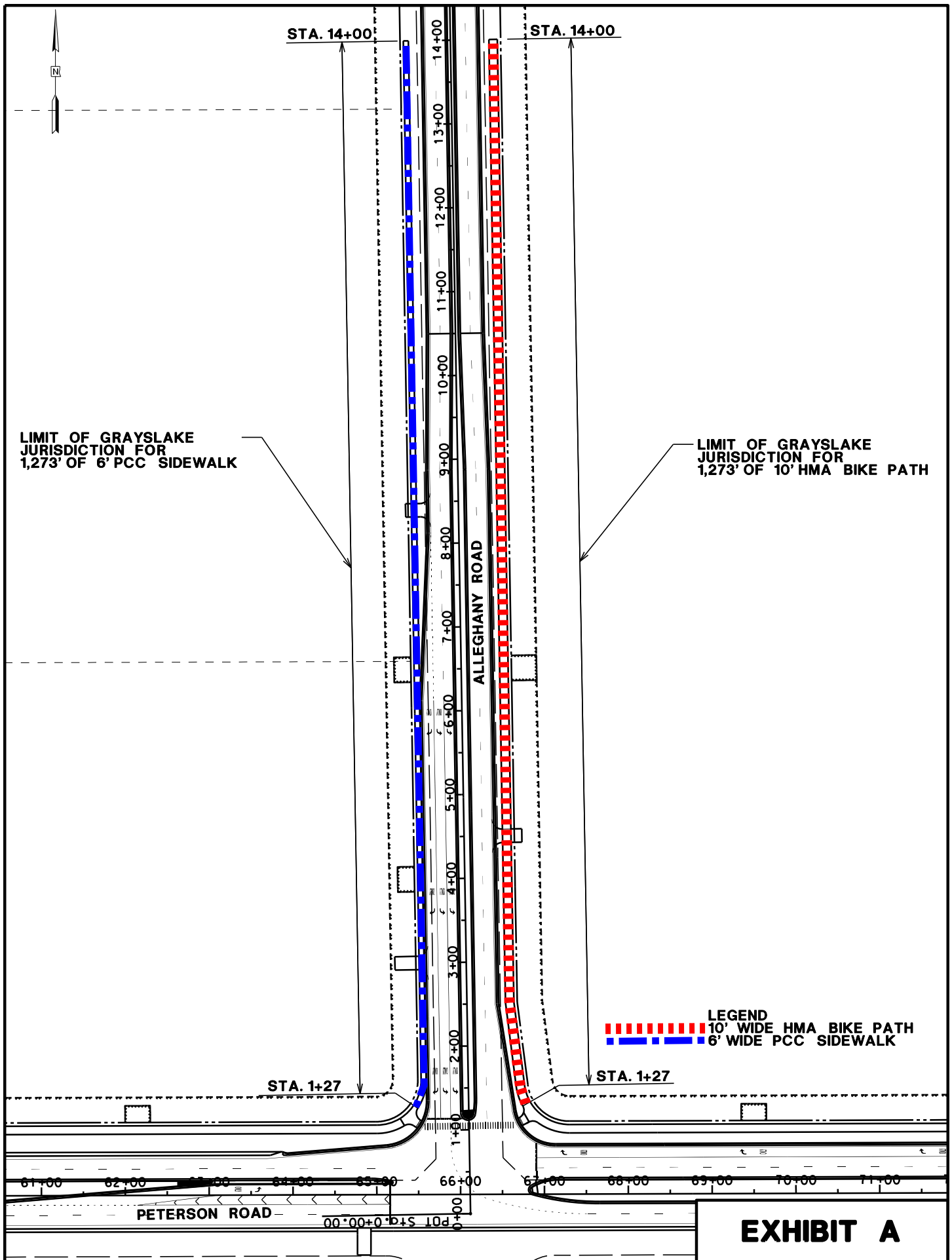
\_\_\_\_\_  
County Clerk

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

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



**EXHIBIT A**  
**General Depiction of the IMPROVEMENT indicating the MULTI-USE PATH and**  
**SIDEWALK**  
*County Section 10-00098-19-RP*



**EXHIBIT B**  
**Engineer's Estimate of Probable Costs for the MULTI-USE PATH and SIDEWALK**  
*Peterson Road and Alleghany Road Improvements*  
*County Section 10-00098-19-RP*

Pay Item	Estimated Cost	Estimated COUNTY Costs		Estimated VILLAGE Costs	
		Percentage	Amount	Percentage	Amount
MULTI-USE PATH AND SIDEWALK CONSTRUCTION	\$217,790	80%	\$174,232	20%	\$ 43,558
Engineering & Construction Supervision (equal to 17% of construction costs)	\$37,024	80%	\$29,619	20%	\$ 7,405
Total Estimated VILLAGE Costs					\$ 50,963

Source: Engineer's Estimate of Probable Costs, by the Lake County Division of Transportation, dated 12/5/14.