

**AN AGREEMENT AMONG
THE COUNTY OF LAKE, THE VILLAGE OF LAKE VILLA, ANTIOCH SCHOOL
DISTRICT 34, AND THE TOWNSHIP OF LAKE VILLA
FOR THE CONSTRUCTION OF NEW PEDESTRIAN SIDEWALKS
ALONG GRASS LAKE ROAD FROM THE EAST PROPERTY LINE OF THE
OAKLAND RIDGE SUBDIVISION TO DEEP LAKE ROAD**

THIS AGREEMENT is entered into this ___ day of _____, A.D. 2017, by and among 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 LAKE VILLA, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as the VILLAGE; ANTIOCH SCHOOL DISTRICT 34, an Illinois body politic and corporate, acting by and through its President and School Board hereinafter referred to as the SCHOOL DISTRICT; and the TOWNSHIP OF LAKE VILLA, an Illinois Municipal Corporation, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as the TOWNSHIP. The COUNTY, the VILLAGE, the SCHOOL DISTRICT, and the TOWNSHIP, are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and each one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, in order to facilitate the free flow of non-motorized travel and ensure the safety of the public along Grass Lake Road (County Highway 18) between residential subdivisions in the VILLAGE and Oakland Elementary School and Lakes Community High School, the parties are collectively desirous to undertake certain non-motorized improvements consisting of, but not limited to, sidewalk along the north side of Grass Lake Road between the eastern property boundary of Oakland Ridge Subdivision and the west side of Deep Lake Road (hereinafter IMPROVEMENT); and,

WHEREAS, a general depiction and the approximate limits of 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 for the IMPROVEMENT is as indicated in EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

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WHEREAS, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY, the TOWNSHIP, the SCHOOL DISTRICT, and of the VILLAGE; and,

WHEREAS, in 2009 the COUNTY, through its Division of Transportation (hereinafter LCDOT), initiated a Non-Motorized Travel Study to assess existing bicycle/pedestrian facilities and non-motorized travel within the COUNTY's right-of-ways and to develop guidelines for integrating "Complete Streets" principles into COUNTY-related improvements (hereinafter NON-MOTORIZED STUDY); and,

WHEREAS, the NON-MOTORIZED STUDY included the analysis of gaps in bicycle/pedestrian accommodations along COUNTY Highways (hereinafter GAP ANALYSIS) and identified potential near-term projects for addressing minor gaps in the non-motorized system along COUNTY Highways; and,

WHEREAS, in 2010 the LCDOT completed the NON-MOTORIZED STUDY and created the "Policy on Infrastructure Guidelines for Non-Motorized Travel Investments" (hereinafter NON-MOTORIZED POLICY); and,

WHEREAS, beginning in 2011 the LCDOT has budgeted and undertaken a yearly project to fill in a gap along COUNTY Highways identified by the GAP ANALYSIS; and,

WHEREAS, in accordance with the NON-MOTORIZED POLICY and GAP ANALYSIS, the COUNTY desires to make a financial contribution to the IMPROVEMENT as the location of said IMPROVEMENT is identified in the GAP ANALYSIS; and,

WHEREAS, the other parties desire to collectively fund the cost of the IMPROVEMENT above the financial contribution made by the COUNTY; and,

WHEREAS, the LCDOT has a roadway improvement project programmed in its 5-year Highway Improvement Program to resurface Grass Lake Road from IL Route 83 to Deep Lake Road and intends to create bicycle-friendly shoulders along on Grass Lake Road in accordance with the NON-MOTORIZED POLICY, to install a crosswalk on Grass Lake Road at Painted Lakes Boulevard for the VILLAGE, and to install pedestrian crossings and sidewalk ramps at the intersection controlled by a traffic signal at Grass Lake Road and Deep Lake Road for the VILLAGE. As of this writing, the letting date for said LCDOT resurfacing project is anticipated to be April 18, 2017, is subject to change without notice to the parties and is dependent upon project readiness and the availability of project funding; and,

WHEREAS, Community High School District 117 desires to contribute to pedestrian connectivity in the area by causing the design and construction of a pedestrian path on their property east of the Grass Lake Road and Deep Lake Road intersection, said project will be undertaken by the Community High School District 117 independently; 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, the VILLAGE, the TOWNSHIP, and the SCHOOL DISTRICT 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.
Design, Construction and Maintenance of the IMPROVEMENT

1. The IMPROVEMENT shall be defined as a five (5) foot wide concrete sidewalk and associated work along the north side of Grass Lake Road beginning at the sidewalk ramp on the west side of Deep Lake Road to be installed by the COUNTY’s Grass Lake Road resurfacing project and terminating at the east property boundary of Oakland Ridge subdivision where an existing sidewalk is located. A boardwalk or other construction method may be used over wetland areas provided there is a minimum width of 5 feet.
2. The VILLAGE agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications, applicable permit application(s), and contract letting documents and acquire any property necessary for the IMPROVEMENT. The VILLAGE anticipates the IMPROVEMENT to be constructed in the year 2019 construction of said IMPROVEMENT is subject to change without notice to the parties and is dependent upon project readiness and the availability of project funding.
3. The VILLAGE further agrees to obtain a permit from the LCDOT in accordance with the

Lake County, Illinois Code of Ordinances, as amended, prior to construction of the IMPROVEMENT and to submit to the COUNTY, for the COUNTY's approval, an executed MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY form for the IMPROVEMENT and associated work within the COUNTY's right-of-way that will be constructed, owned and maintained by the VILLAGE.

4. The COUNTY agrees that it will not charge the VILLAGE any fees related to the LCDOT permit for the IMPROVEMENT. The COUNTY further agrees to waive the Performance Guarantee requirement for said LCDOT permit, provided that the VILLAGE submit an assurance in writing to the COUNTY's County Engineer (hereinafter COUNTY ENGINEER) that the VILLAGE will not release the IMPROVEMENT Contractor's bond until LCDOT has inspected and accepted the condition of the right-of-way following notification from the VILLAGE of completion of the IMPROVEMENT.
5. The VILLAGE shall require the VILLAGE's contractor to indemnify the COUNTY, its elected officials, duly appointed officials, agents, employees and representatives, and LCDOT, its duly appointed officials, agents, employees, and representatives from and against, any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to the IMPROVEMENT.
6. The VILLAGE agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the construction engineering supervision for the IMPROVEMENT with reimbursement from the parties as hereinafter stipulated.
7. The parties agree that the sharing of costs for the installation of the IMPROVEMENT shall be in accordance with the following: the VILLAGE shall pay for the acquisition of any property necessary for the IMPROVEMENT, surveying, design engineering, construction engineering, and construction of the IMPROVEMENT, with reimbursement by the COUNTY in an amount not to exceed \$200,000. The COUNTY shall submit reimbursement within sixty (60) days of receipt of an invoice from the VILLAGE with supporting documentation for costs associated with for the IMPROVEMENT, contingent upon COUNTY concurrence that the IMPROVEMENT has been constructed in accordance with the LCDOT permit. The COUNTY shall not make their first reimbursement until December 1, 2018 or any time thereafter when requested by the VILLAGE as heretofore described, for a portion of the construction costs for the IMPROVEMENT, as estimated in EXHIBIT B. The TOWNSHIP and the SCHOOL DISTRICT shall reimburse the VILLAGE, within sixty (60) days of receipt of an invoice

from the VILLAGE with supporting documentation, the difference between the cost of the IMPROVEMENT and the COUNTY's contribution so that the cost to the VILLAGE, TOWNSHIP, and SCHOOL DISTRICT is equal, as estimated in EXHIBIT B.

8. The VILLAGE and/or the VILLAGE's contractor will be responsible for all coordination, permits, insurance and costs related to the sidewalk IMPROVEMENT.
9. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the VILLAGE shall assume ownership and maintenance responsibility for the sidewalk IMPROVEMENT and the COUNTY shall continue maintenance and jurisdictional responsibility over Grass Lake Road.

SECTION III. General Provisions

1. It is mutually agreed by and among 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, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. It is mutually agreed by and among 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 among 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 SCHOOL DISTRICT (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, and/or 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. The VILLAGE, the SCHOOL DISTRICT and the TOWNSHIP are 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 among the parties hereto that each party warrants and represents to the other parties 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.

4. It is mutually agreed by and among the parties, hereto that THIS AGREEMENT shall be deemed to take effect on _____, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to _____. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to _____, 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 their signature.
5. It is mutually agreed by and among 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.
6. It is mutually agreed by and among 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.
7. It is mutually agreed by and among 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.
8. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. None of the parties 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 remaining parties to THIS AGREEMENT.
9. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in Lake County 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, duties, responsibilities and obligations contained herein.

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 IMPROVEMENT contemplated herein are not completed by _____, 2025.

RECOMMENDED FOR EXECUTION

Lake County Engineer/
Director of Transportation

COUNTY OF LAKE

By: _____

Title: County Board Chairman

ATTEST:

By: _____

Title: County Clerk

VILLAGE OF LAKE VILLA

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

TOWNSHIP OF LAKE VILLA

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

ANTIOCH SCHOOL DISTRICT 34

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

EXHIBIT A
General Depiction of the IMPROVEMENT

The Improvement will generally be located in the area depicted in the map below.

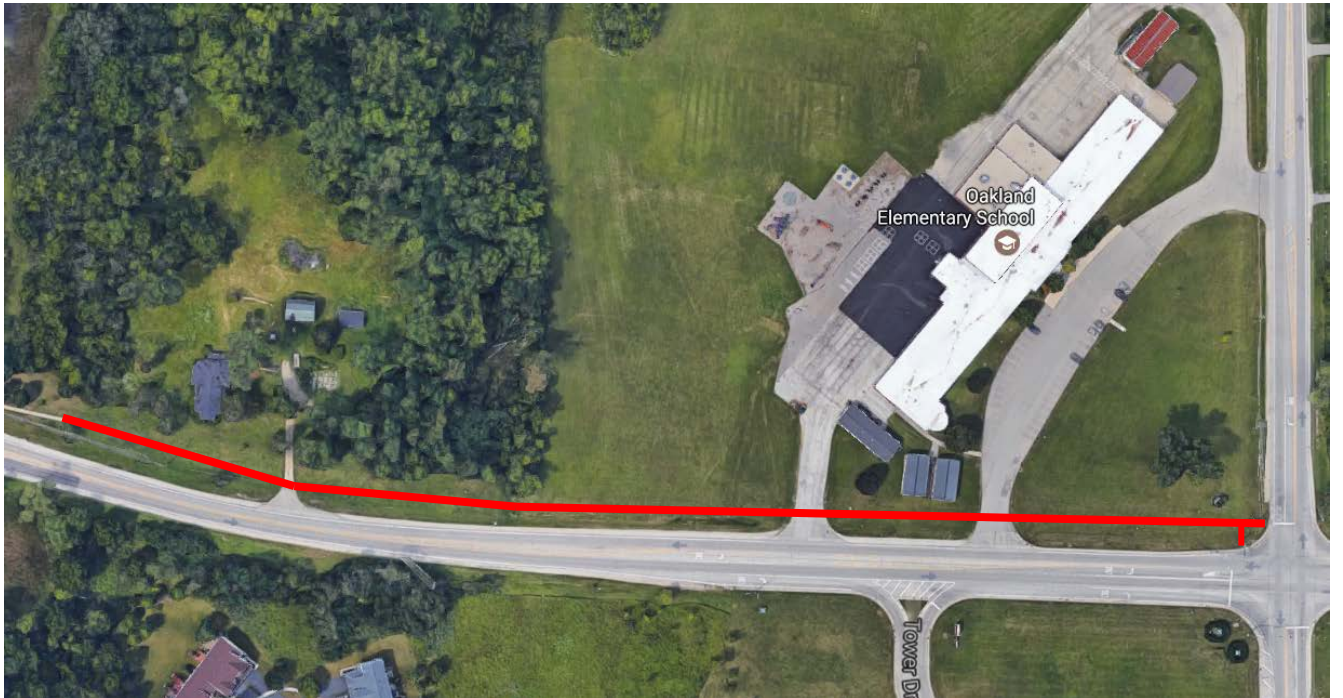


EXHIBIT B
ESTIMATED COST OF IMPROVEMENT

Estimated Costs	
Surveying and Professional Work	\$5,000
Design Engineering	\$20,000
Construction Engineering	\$25,000
Construction	\$225,000
Total	\$275,000

Estimated Division of Costs	
COUNTY	\$200,000
VILLAGE	\$25,000
SCHOOL DISTRICT	\$25,000
TOWNSHIP	\$25,000
Total	\$275,000