

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE CITY OF WAUKEGAN
FOR THE JURISDICTIONAL TRANSFER OF
AND THE COSTS ASSOCIATED WITH
THE IMPROVEMENTS TO 14TH STREET
BETWEEN DUGDALE ROAD AND GLENN DRIVE**

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 CITY OF WAUKEGAN, an Illinois Municipal Corporation, acting by and through its Mayor and City Council, hereinafter referred to as the CITY. The COUNTY and the CITY may hereinafter be referred to collectively as “parties” and individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY and CITY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, are desirous to make certain permanent roadway and non-motorized facility improvements to 14TH Street between Illinois Route 131/Green Bay Road and Illinois Route 137/Sheridan Road (an existing municipal extension of COUNTY Highway 78 between Illinois Route 131/Green Bay Road and Jackson Street and existing COUNTY Highway 13 between Victoria Avenue and Illinois Route 137/Sheridan Road); including road reconstruction, construction of a multi-use path, sidewalk, street lighting, watermain and sanitary sewer modifications, signal interconnection and the construction of a modern roundabout at Dugdale Road; 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 99-00260-01-WR; and,

WHEREAS, the IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Civiltech Engineering Inc. (hereinafter PLANS), which, by reference herein, hereby become a part hereof. As of this writing, the current iteration of the PLANS are those dated August 10, 2018 (pre-final version); and,

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

WHEREAS, the CITY owns and maintains certain sanitary sewer facilities within the project limits in conflict with the proposed IMPROVEMENT, including sanitary sewer main, services, manholes and other

miscellaneous appurtenances (hereinafter SANITARY SEWER), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the CITY is desirous that the COUNTY modifies said CITY-owned WATERMAIN and/or SANITARY SEWER in conflict with the proposed IMPROVEMENT and that this modification work shall be included as part of the IMPROVEMENT as a municipal facility and as detailed in the PLANS, for which the CITY shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the CITY is desirous that the COUNTY includes the construction of a multi-use path along 14th Street, inclusive of the construction of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter MULTI-USE PATH) as part of the IMPROVEMENT, as a municipal facility and as detailed in the PLANS, for which the CITY shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the CITY is desirous that the COUNTY includes the construction of street lighting, inclusive of light poles, luminaries, foundations, and conduit/unit ducts, and other miscellaneous appurtenances (hereinafter STREET LIGHTING) as part of the IMPROVEMENT, within the CITY corporate limits as a municipal facility and as detailed in the PLANS, for which the CITY shall reimburse the COUNTY as stipulated hereafter; excluding the street lighting necessary for the roundabout at 14th Street and Dugdale Road, which shall be a COUNTY facility; and,

WHEREAS, the CITY is desirous that the COUNTY includes the construction of a mid-block crossing, (hereinafter MID-BLOCK CROSSING) as part of the IMPROVEMENT, on Dugdale Road, north of the roundabout at 14th Street and Dugdale Road, including the installation of signage, pavement markings and Rapid Rectangular Flashing Beacons, as a municipal facility and as detailed in the PLANS, for which the CITY shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the CITY WATERMAIN, SANITARY SEWER, MULTI-USE PATH, STREET LIGHTING, and MID-BLOCK CROSSING shall collectively be known as CITY facilities (hereinafter CITY FACILITIES); and,

WHEREAS, the CITY agrees to accept ownership and maintenance responsibility for any of its CITY FACILITIES constructed as part of the IMPROVEMENT, sign a Municipal Utility/Facility Acceptance on a County Highway form (hereinafter MUNICIPAL ACCEPTANCE FORM), or forms as the case may be, and maintain said CITY facilities in accordance with Chapter 91 of the Lake County Code of Ordinances, as amended, and any successor document; and,

WHEREAS, the COUNTY and the CITY anticipate the use of federal locally programmed Surface Transportation Program (STP) funds for the IMPROVEMENT as heretofore generally described, which is programmed through the Lake County Council of Mayors; and,

WHEREAS, the Lake County Council of Mayors is part of the Chicago Metropolitan Agency for Planning (CMAP), which is the designated metropolitan planning organization for northeastern Illinois, which facilitates distribution of these federal funds; and,

WHEREAS, the Illinois Department of Transportation (IDOT) is the implementing agency for STP funding; as such, IDOT will let the IMPROVEMENT. Said STP funding normally covers eighty percent (80%) of the construction and construction engineering supervision costs for federally-eligible items, but the total amount of STP funding to be supplied by IDOT may be fixed; and,

WHEREAS, the IMPROVEMENT as heretofore described will be constructed in accordance with the approved plans, specifications, estimates and construction contract, and may include construction items on CITY FACILITIES that may not eligible for federal aid; and,

WHEREAS, the COUNTY will furnish construction engineering supervision and cause the IMPROVEMENT to be constructed in accordance with the approved plans, specifications and construction contract, with reimbursement from the CITY as hereinafter stipulated; and,

WHEREAS, the COUNTY, upon completion of the IMPROVEMENT, is desirous to assume jurisdiction of and add that segment of 14th Street between Illinois Route 131 to Jackson Street, that is currently a municipal extension of COUNTY Highway 78, and that segment of 14th Street between Jackson Street and Victoria Avenue, that is currently under North Chicago jurisdiction, to the COUNTY Highway System as COUNTY Highway 78; and,

WHEREAS, the CITY is desirous to transfer the jurisdiction of 14th Street between Dugdale Road and Glenn Drive to the COUNTY; and,

WHEREAS, a project location map indicating the project limits and a concept plan indicating the CITY facilities included in the IMPROVEMENT are attached as EXHIBIT A to THIS AGREEMENT and hereby made a part hereof; and,

WHEREAS, a map indicating the limits of the existing municipal extension, limits of the existing COUNTY Highway and limits of the jurisdictional transfer is attached as EXHIBIT B to THIS AGREEMENT and hereby made a part hereof; and,

WHEREAS, the parties hereto are each desirous to execute the appropriate IDOT Local Agency Agreement for Jurisdictional Transfer Form necessary to effect the transfer of 14th Street between Dugdale Road and Glenn Drive to the COUNTY. A draft copy of said Agreement for Jurisdictional Transfer Form and IDOT Jurisdictional Transfer map is attached as EXHIBIT C to THIS AGREEMENT and hereby made a part hereof; and,

WHEREAS, the CITY is desirous to enter into an agreement with the COUNTY regarding the costs associated with work performed on CITY FACILITIES and CITY streets as part of the IMPROVEMENT; and,

WHEREAS, the estimated division of costs to the parties hereto associated with the IMPROVEMENT are stipulated in the estimate that is attached as EXHIBIT D to THIS AGREEMENT and hereby made a part hereof; and,

WHEREAS, said IMPROVEMENT to 14th Street as heretofore described will be of immediate benefit to the residents of the COUNTY and the CITY;

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 CITY 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.
The Design and Construction of the IMPROVEMENT, CITY Reimbursement to the COUNTY and Maintenance of the CITY FACILITIES**

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 CITY as hereinafter stipulated.

As of this writing, the current PLANS are the prefinal set of plans prepared by Civiltech Engineering, Inc., with a submission date of August 10, 2018. Said PLANS, by reference herein, hereby become a part hereof. The CITY shall have the opportunity to review and approve said PLANS with respect to CITY FACILITIES. Said review and approval of the PLANS by the CITY 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 January 18, 2019. (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 CITY 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. The COUNTY further agrees to record all COUNTY Highway rights-of-way that may be acquired in connection with the IMPROVEMENT.

5. The CITY further agrees to issue permits for all utility relocation work necessary for the construction of the IMPROVEMENT upon review and approval of the COUNTY.
6. The CITY agrees to assist with facilitating said WATERMAIN and SANITARY SEWER work with local CITY residents and property owners including providing notice of any temporary water and/or sewer 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.
8. If federal funding is available for the WATERMAIN related work (as administered by IDOT), the CITY shall be responsible for one hundred percent (100%) of the costs of the Local Share for the WATERMAIN [the Local Share is commonly equal to twenty percent (20%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs, and twenty percent (20%) Construction Engineering Supervision costs related to the WATERMAIN].

If federal funding is not available, the CITY shall then be responsible for one hundred percent (100%) of the costs for the WATERMAIN [one hundred percent (100%) of the cost of Construction, and one hundred percent (100%) of the Construction Engineering Supervision costs].
9. If federal funding is available for the SANITARY SEWER related work (as administered by IDOT), the CITY shall be responsible for one hundred percent (100%) of the costs of the Local Share for the SANITARY SEWER [the Local Share is commonly equal to twenty percent (20%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and twenty percent (20%) Construction Engineering Supervision costs related to the SANITARY SEWER].

If federal funding is not available, the CITY shall then be responsible for one hundred percent (100%) of the costs for the SANITARY SEWER [one hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of the Construction Engineering Supervision costs].
10. 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.
11. The CITY agrees that the sharing of costs for the installation of MULTI-USE PATH and the MID-BLOCK CROSSING 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 MID-BLOCK CROSSING, with reimbursement by the CITY in an amount equal to twenty percent (20%) of the engineering

and construction costs for the MULTI-USE PATH and MID-BLOCK CROSSING, as provided in EXHIBIT D.

12. If federal funding is available for the MULTI-USE PATH and MID-BLOCK CROSSING related work (as administered by IDOT), the CITY shall be responsible for twenty percent (20%) of the costs of the Local Share for the Construction and Construction Engineering Supervision of the MULTI-USE PATH and MID-BLOCK CROSSING [the Local Share is equal to twenty percent (20%) of the Local Match which is twenty percent (20%) of the total cost of Construction and Construction Engineering Supervision for non-motorized facilities constructed in accordance with the cost sharing arrangement of the NON-MOTORIZED POLICY on projects that also receive federal STP funds. For this project, the Local Share is equal to four percent (4%) for the MULTI-USE PATH and MID-BLOCK CROSSING]. The CITY shall be responsible for twenty percent (20%) of the costs of the Design Engineering for the MULTI-USE PATH and MID-BLOCK CROSSING.

If federal funding is not available, the CITY shall then be responsible for twenty percent (20%) of the total costs for the MULTI-USE PATH and MID-BLOCK CROSSING.

13. If federal funding is available for the STREET LIGHTING related work (as administered by IDOT), the CITY shall be responsible for one hundred percent (100%) of the costs of the Local Share for the STREET LIGHTING [the Local Share is commonly equal to twenty percent (20%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and twenty percent (20%) Construction Engineering Supervision costs related to the STREET LIGHTING].

If federal funding is not available, the CITY shall then be responsible for one hundred percent (100%) of the costs for the STREET LIGHTING.

14. The COUNTY agrees to construct the CITY FACILITIES in accordance with the PLANS, with reimbursement by the CITY as hereinafter specified in Exhibit D.
15. The CITY agrees that its estimated total obligation under THIS AGREEMENT for CITY FACILITIES constructed as a part of the IMPROVEMENT is \$155,667 assuming federal funding is available.

The CITY further agrees that upon award of the construction contract, the CITY will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, a lump sum amount based on awarded contract unit prices for the CITY FACILITIES, an amount equal to ninety five percent (95%) of its obligation for the CITY FACILITIES. At such time, it is estimated that the CITY shall owe to the COUNTY an amount equal to \$147,884. The CITY further agrees to pay the remaining five percent (5%) of its obligation for the CITY FACILITIES 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 CITY FACILITIES. At such time, it is estimated that the CITY shall owe to the COUNTY an amount equal to \$7,783.

16. It is mutually agreed that upon completion of the IMPROVEMENT and upon notice from the COUNTY, the CITY FACILITIES within the COUNTY highway right-of-way of 14th Street will be owned and maintained, or cause to be maintained, by the CITY in perpetuity without reimbursement by the COUNTY, including any future changes or revisions to the CITY FACILITIES as needed because of operations of the LCDOT. The COUNTY will not have any obligation to operate or maintain said CITY FACILITIES.
17. It is further mutually agreed by and between the parties hereto that the CITY 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 December 1, 2018 for the CITY FACILITIES, the approval of which shall not be unnecessarily withheld by the COUNTY.
18. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the CITY agrees that the operation and maintenance of the CITY FACILITIES shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the CITY shall perform its maintenance on the CITY FACILITIES within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.
20. It is mutually agreed by and between the parties hereto that upon the jurisdictional transfer of 14th Street from the CITY to the COUNTY, the COUNTY shall retain ownership and operational control of the traffic signals at 14th Street and Lewis Avenue. It is further mutually agreed by and between the parties hereto that the operation and maintenance of the permanent COUNTY-Owned Traffic Control Signals shall be in accordance with the Master Agreement Between the County of Lake and the City of Waukegan for Energy Costs, Maintenance Costs and Future Costs Associated with County-Owned Traffic Control Devices dated June 13, 2008 and as amended (TRAFFIC SIGNAL AGREEMENT).
21. The COUNTY agrees that upon the jurisdictional transfer of 14th Street from the CITY to the COUNTY, the COUNTY shall be responsible for one hundred percent (100%) of all costs for the repair, replacement, and maintenance and all other work performed for the traffic control signals and equipment with interconnect, the EVPS and the combination poles for street lights for the traffic signals located at the intersection of 14th Street and Lewis Avenue and as defined in said amended TRAFFIC SIGNAL AGREEMENT.
22. The COUNTY agrees to maintain, or cause to be maintained, the traffic control signals and equipment with interconnect and the emergency vehicle pre-emption system located at the intersection of 14th Street and Lewis Avenue with no reimbursement by the CITY and as specified in said amended TRAFFIC SIGNAL AGREEMENT.
23. The CITY further agrees to be responsible for one hundred percent (100%) of energy costs, with no reimbursement from the COUNTY, associated with the traffic signals and equipment with interconnect and the EVPS, located at the intersection of 14th Street and Lewis Avenue.

24. It is mutually agreed by and between the parties hereto that from time to time said traffic control signals and equipment, the combination poles for street lights, the EVPS and the interconnect shall require modernization, improvement, revision, replacement, major repairs, upgrading, and/or interconnection with adjoining traffic control signals. The COUNTY shall pay one hundred percent (100%) of all future costs for said modernization, improvement, revision, upgrading, replacement, major repairs, and/or interconnection for the traffic signals located at 14th Street and Lewis Avenue and as defined in said amended TRAFFIC SIGNAL AGREEMENT.

SECTION III. Road Name Change

1. It is mutually agreed by and between the parties hereto that the CITY may name originally and then may change the name of any street, avenue, alley, or other public place within its jurisdiction in accordance with Illinois Compiled Statutes (65 ILCS 5/11-80-19).
2. It is mutually agreed that if the CITY so chooses to change the name of that section of 14th street under its jurisdiction within its corporate limits that written notification of the name change shall not be sent until the CITY receives notification from the COUNTY that the contract for the IMPROVEMENT has been awarded so as not to jeopardize the availability of federal funding. It is anticipated the contract award will be in the spring of 2019.
3. The CITY agrees to submit a resolution approving the proposed name change to IDOT's District One Local Roads Engineer and to the COUNTY ENGINEER.
4. The CITY agrees that the required notifications of a road name change shall be coordinated with the City of North Chicago due to the unique circumstances of the municipal boundary between North Chicago and Waukegan being the centerline of the roadway of 14th Street.

The CITY further agrees that the City of North Chicago will take the lead and shall compile and send out notifications of the road name change for both the City of Waukegan and the City of North Chicago to maintain consistency and to ensure that the timing of the road name change happens concurrently between the cities to avoid confusion amongst residents and the motoring public.

5. The CITY agrees that the City of North Chicago shall complete notification to the Lake County Clerk, the local post office branch, the County Recorder of Deeds, the adjacent property owners of record, local school districts and emergency response personnel, in writing by certified or registered mail, in accordance with Illinois Compiled Statutes (65 ILCS 5/11-80-19) on behalf of the CITY.
6. The CITY further agrees such required written notifications shall be completed by the City of North Chicago prior to the jurisdiction of the road being transferred to the COUNTY.

SECTION IV.
Jurisdictional Transfer and Maintenance of 14th Street

1. The CITY and the COUNTY, by virtue of their powers as set forth in the Illinois Highway Code 605 ILCS 5/5-106, have agreed to a jurisdictional transfer of that segment of 14th Street that is currently a municipal extension of COUNTY Highway 78 (Illinois Route 131/Green Bay Road to Jackson Street), including that segment of 14th Street between Dugdale Road and Glenn Drive, which is currently under CITY jurisdiction, and that segment of 14th street from Jackson Street to Victoria Street which is currently under North Chicago jurisdiction, to complete COUNTY jurisdiction of 14th Street between Illinois Route 131/Green Bay Road and Illinois Route 137/Sheridan Road. Said COUNTY Highway shall be known as COUNTY Highway 78.
2. The CITY agrees to pass an ordinance, in accordance with Section 4-409 of the Illinois Highway Code, and the policies and procedures of IDOT, transferring jurisdiction of 14th Street between Dugdale Road and Glenn Drive to the COUNTY and deleting said section from the municipal road system. The CITY further agrees to execute the appropriate final draft of the IDOT Local Agency Agreement for Jurisdictional Transfer form. A draft copy of the current Local Agency Agreement for Jurisdictional Transfer form is attached to THIS AGREEMENT as Exhibit C.
3. The COUNTY agrees to adopt a resolution, in accordance with Section 4-409 of the Illinois Highway Code, and the policies and procedures of IDOT, adding 14th Street between Illinois Route 131/Green Bay Road and Victoria Avenue to the COUNTY highway system, with that piece of 14th Street between Illinois Route 131/Green Bay Road and Jackson Street being an existing municipal extension of a COUNTY Highway. The COUNTY further agrees to execute the appropriate final draft of the IDOT Local Agency Agreement for Jurisdictional Transfer form.
4. It is mutually agreed by and between the parties hereto that upon substantial completion of the IMPROVEMENT, approval of the jurisdictional transfer by IDOT and written notification to the CITY from COUNTY ENGINEER, the CITY shall retain ownership and maintenance responsibilities for all existing CITY FACILITIES within the 14th Street right-of-way from Dugdale Road to Glenn Drive.
5. It is mutually agreed by and between the parties hereto that, as a part of its current maintenance responsibilities for 14th Street, the CITY is currently responsible for snow and ice control on 14th Street within its corporate limits and the CITY shall continue responsibility for snow and ice control of 14th Street within its corporate limits throughout construction of the IMPROVEMENT. Snow and ice control of 14th Street upon completion of the IMPROVEMENT and approval of the Jurisdictional Transfer shall be as stipulated hereafter in THIS AGREEMENT.
6. It is mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, the COUNTY will have permitting authority for and shall perform routine maintenance along 14th Street from Illinois Route 131/Green Bay Road to Jackson Street; including that section of 14th street from Dugdale Road to Glenn Drive within the CITY corporate limits, upon substantial completion of the IMPROVEMENT, approval of the Jurisdictional Transfer by IDOT and written notification to the CITY from the COUNTY ENGINEER.

7. Upon request from the CITY and City of North Chicago, the COUNTY agrees to enter into good faith negotiations with the CITY and the City of North Chicago to discuss terms and conditions for which the COUNTY would transfer permitting authority and ROUTINE MAINTENANCE to the CITY and City of North Chicago for the section of 14th Street from Illinois Route 131/Green Bay Road to Jackson Street, including that section of 14th street from Dugdale Road to Glenn Drive within the CITY corporate limits. If no new agreement is approved and executed by and among all parties on or before December 31, 2019, then the County shall retain permitting and ROUTINE MAINTENANCE authority for this section of 14th Street
8. It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, the COUNTY shall perform Capital Maintenance along 14th Street from Illinois Route 131/Green Bay Road to Illinois Route 137/Sheridan Road upon approval of the Jurisdictional Transfer of 14th Street by IDOT. Capital Maintenance shall include replacing items that have outlived their useful life, and shall include items such as full depth pavement patching, resurfacing, pavement widening, pavement reconstruction, storm sewer removal and replacement, pavement striping, replacement of recessed pavement markers, tree removal upon notice from the CITY due to clear signs of danger (such as disease, split limbs, or excessive lean), and end of life signage replacement without reimbursement from the CITY in perpetuity.

SECTION V. 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 CITY (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 CITY for any purpose or in any manner, whatsoever. The CITY 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 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 December 1, 2018, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to December 1, 2018. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to December 1, 2018, 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 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 THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties.
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, 2025.

CITY OF WAUKEGAN

ATTEST:

City Clerk
City of Waukegan

By: _____
Mayor Sam Cunningham
City of Waukegan

Date: _____

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation/ County Engineer
Lake County

ATTEST:

Clerk
Lake County

COUNTY OF LAKE

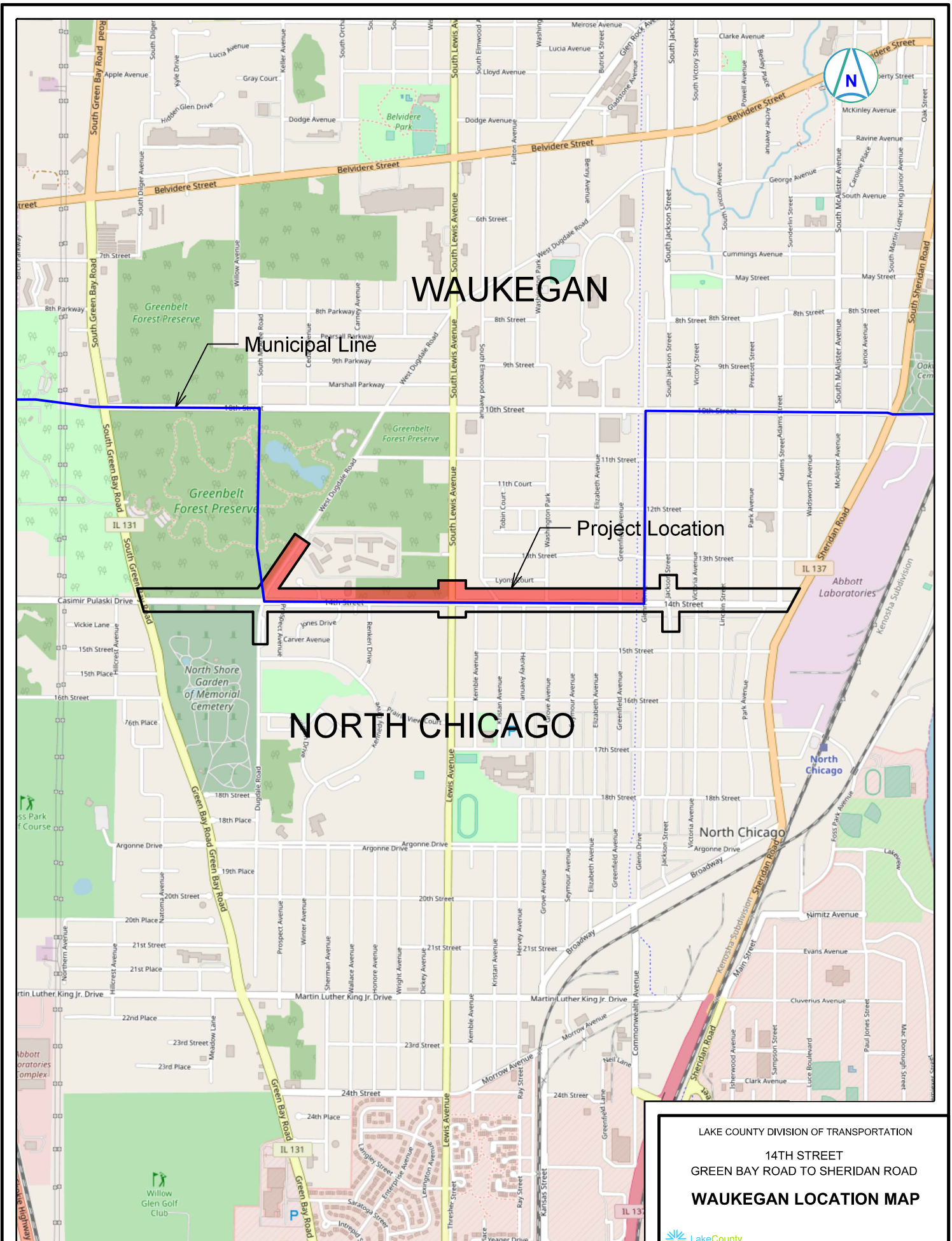
By: _____
Chairman
Lake County Board

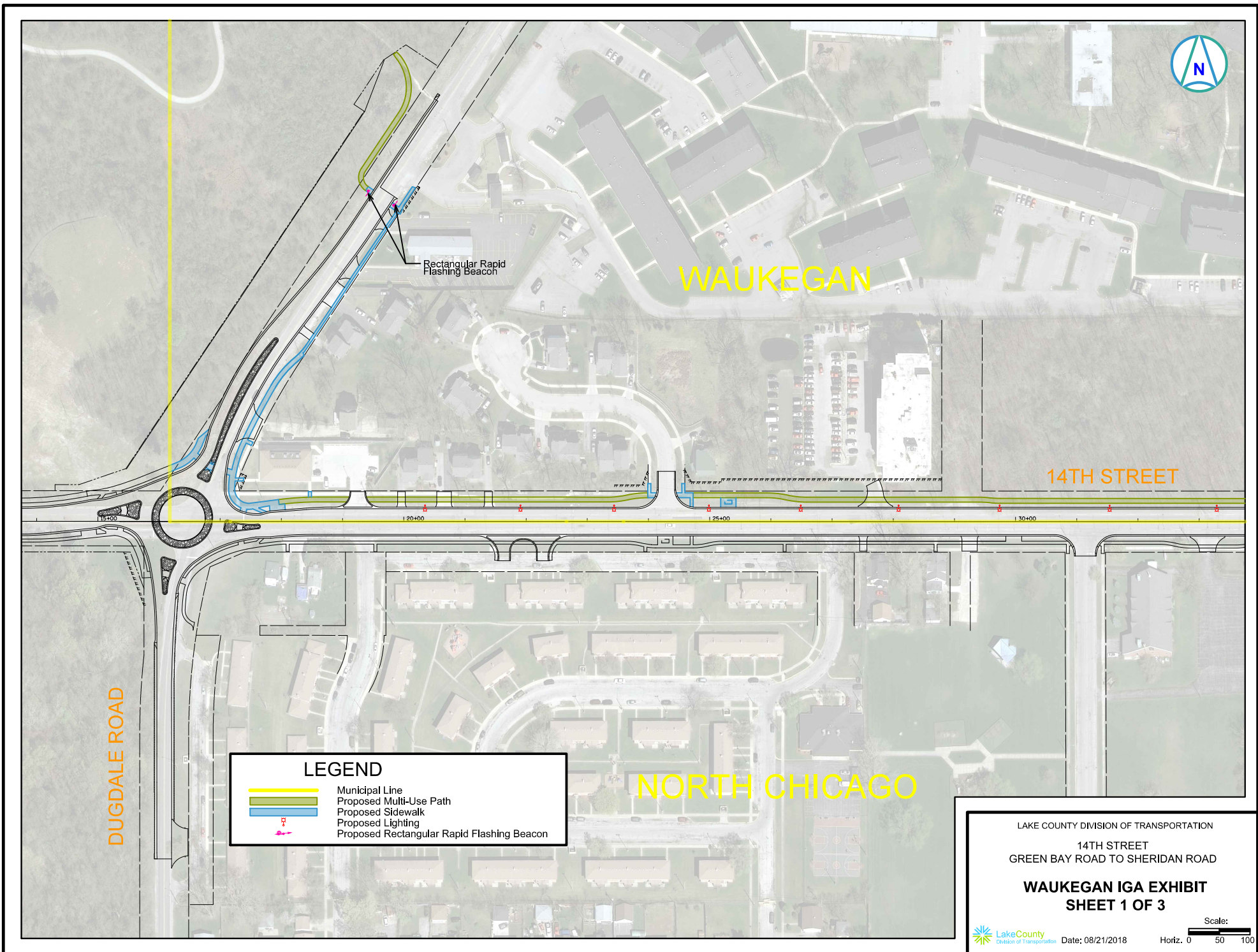
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EXHIBIT A

**DEPICTION OF PROJECT LOCATION,
AND CITY FACILITIES INCLUDED IN THE IMPROVEMENT**

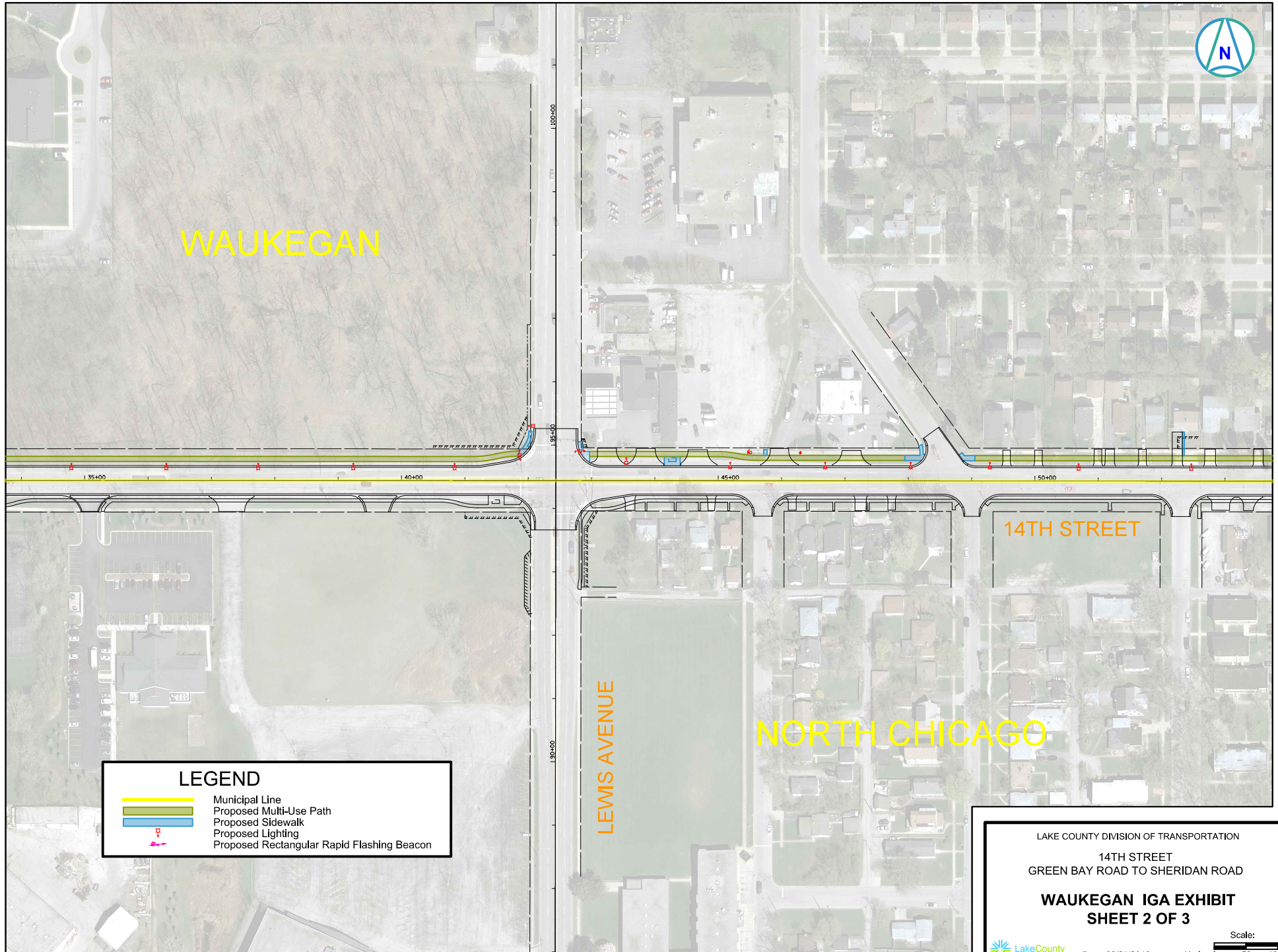
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MATCH LINE STA 33+75

MATCH LINE STA 33+75



MATCH LINE STA 53+75

LEGEND

-  Municipal Line
-  Proposed Multi-Use Path
-  Proposed Sidewalk
-  Proposed Lighting
-  Proposed Rectangular Rapid Flashing Beacon

LAKE COUNTY DIVISION OF TRANSPORTATION
14TH STREET
GREEN BAY ROAD TO SHERIDAN ROAD

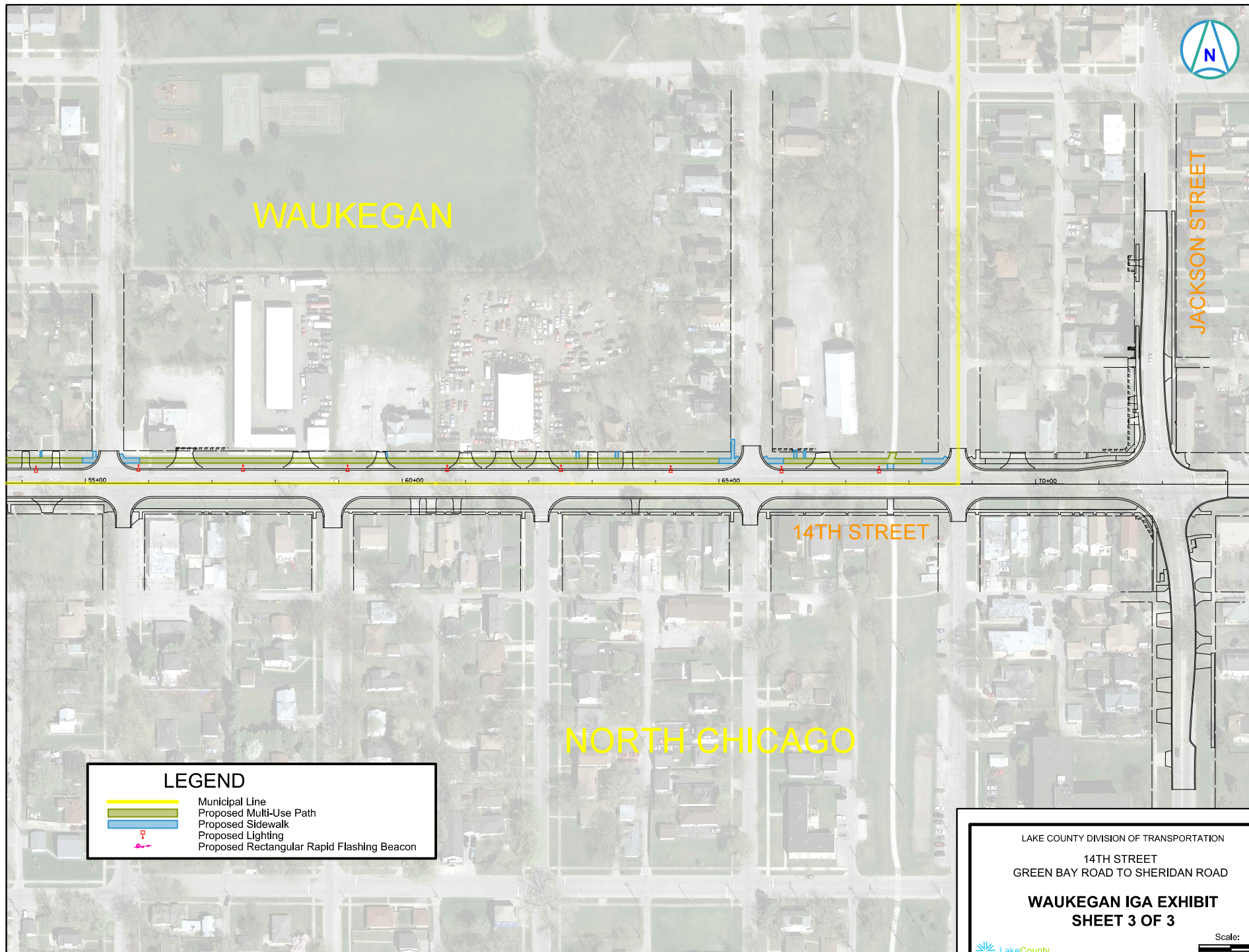
WAUKEGAN IGA EXHIBIT SHEET 2 OF 3



Date: 08/21/2018

Scale:
Horiz. 0 50 100

MATCH LINE STA 53+75



LAKE COUNTY DIVISION OF TRANSPORTATION

14TH STREET
GREEN BAY ROAD TO SHERIDAN ROAD

**WAUKEGAN IGA EXHIBIT
SHEET 3 OF 3**



Date: 08/21/2018

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Horiz. 0 50 100

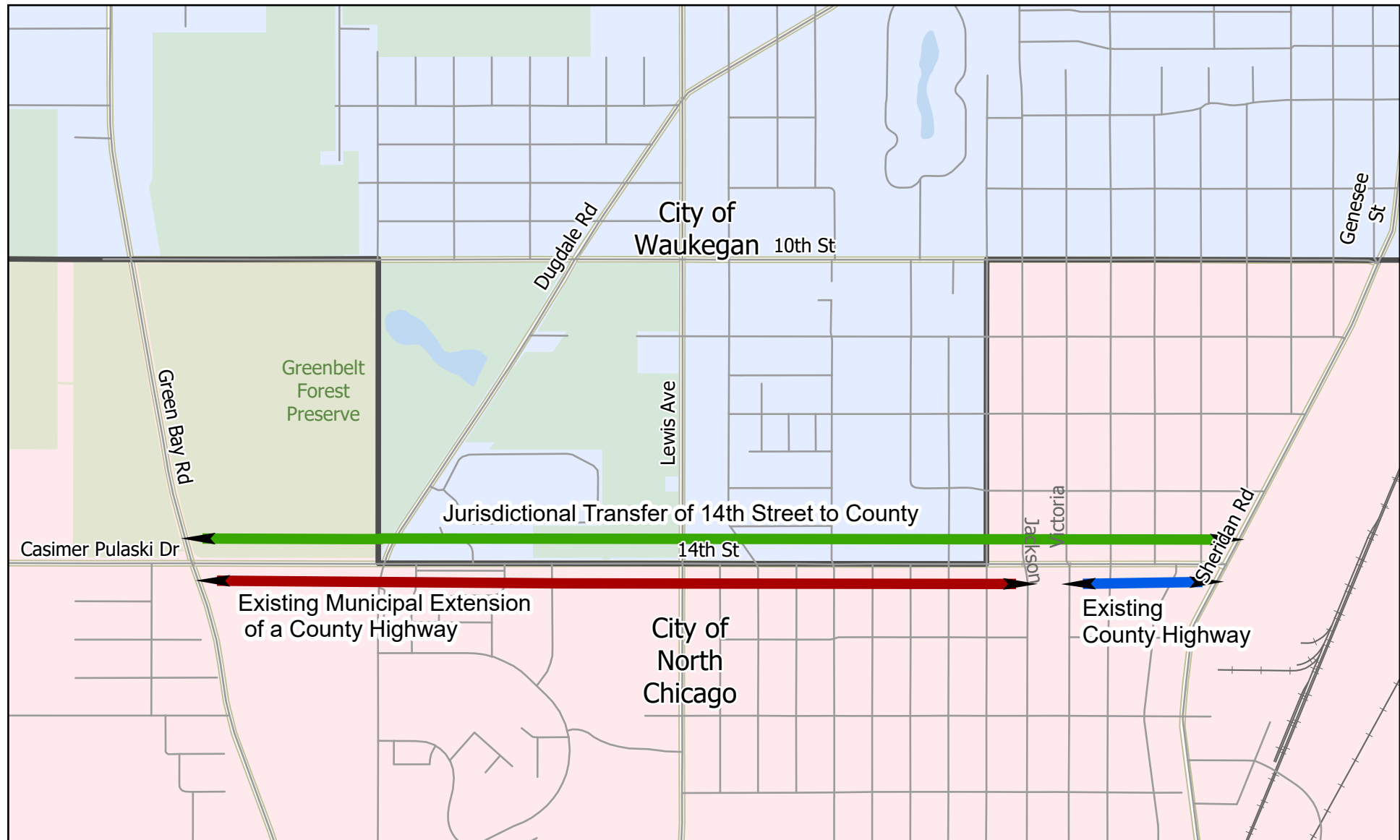
EXHIBIT B




**MAP OF LIMITS OF JURISDICTIONAL TRANSFER,
AND LIMITS OF MUNICIPAL EXTENSION**

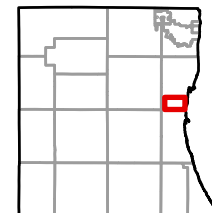
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Exhibit B

Limits of Jurisdictional Transfer and Limits of Existing Municipal Extension



-  Jurisdictional Transfer of 14th Street to County
-  Existing Municipal Extension of a County Highway
-  Existing County Highway



LCDOT GIS
9/5/2018

EXHIBIT C

LOCAL AGENCY JURISDICTIONAL TRANSFER AGREEMENT

DRAFT



Illinois Department of Transportation

Local Agency Agreement for Jurisdictional Transfer

| Local Agency No. 1 (Conveyor) | Local Agency No. 2 (Recipient) |
|-------------------------------|--------------------------------|
| Municipality: Waukegan | Municipality: |
| Township/Road District: | Township/Road District: |
| County: | County: Lake County |

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name 14th Street Route FAU 1228 Length 1.01 mi
Termini From the municipal boundary line near the intersection of Duodale Road (FAU 2725) and 14th Street easterly to the municipal boundary line at the intersection of Glenn Drive (Commonwealth Ave) and 14th Street in its entirety.
This transfer ☐ does ☒ does not include Structure No. N/A

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

☒ upon IDOT approval ☐ _____ calendar days after _____.

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Addendum #1 – Location Map, Addendum #2 – County Resolution, Addendum #3 – Municipal Ordinance/Resolution
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Sam Cunningham Name _____

Title Mayor Title County Board Chairman
Chairman County Board/Mayor/Village President/etc. Chairman County Board/Mayor/Village President/etc.

Signature _____ Signature _____

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____ Date _____
Director, Office of Planning and Programming



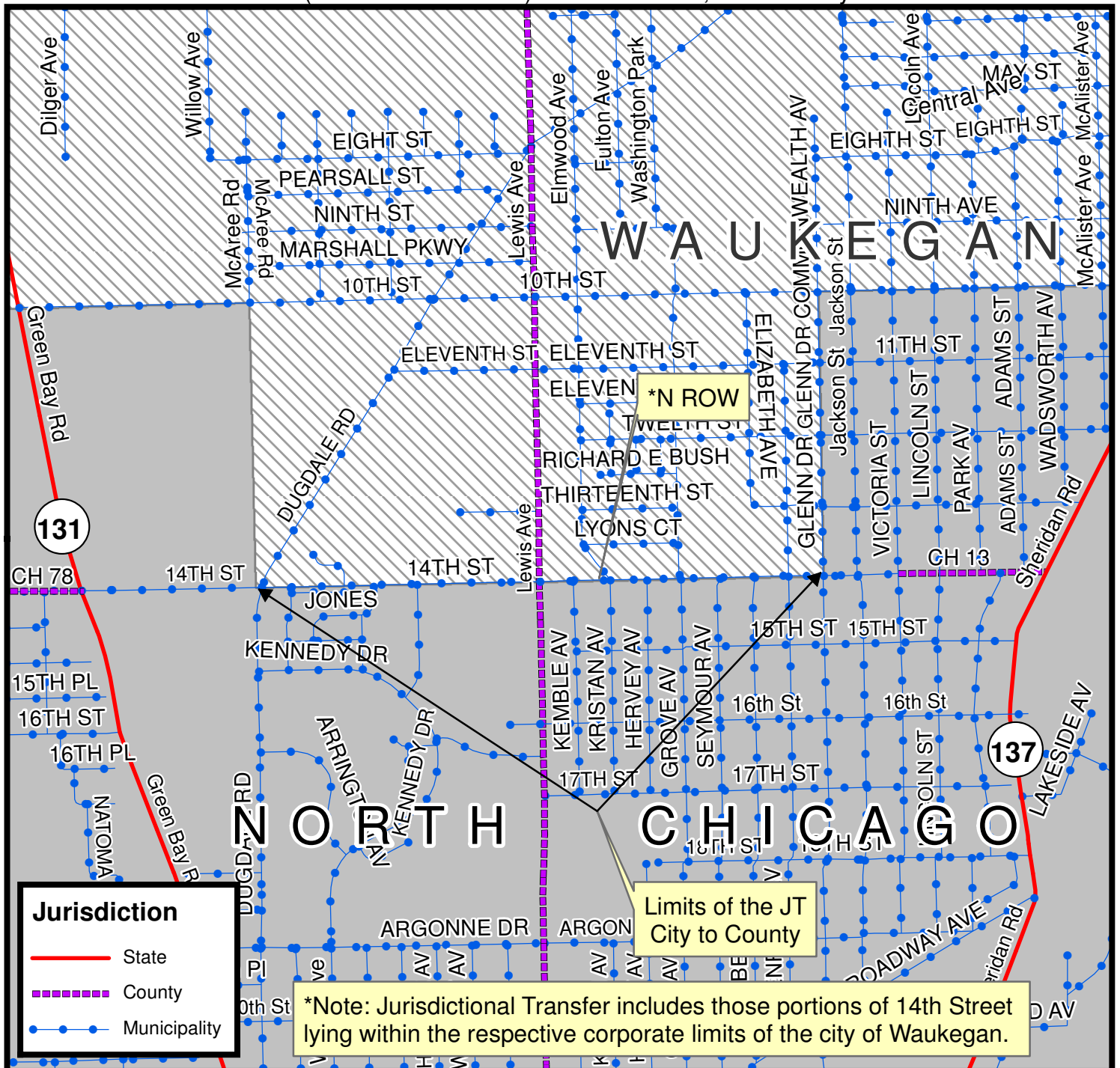
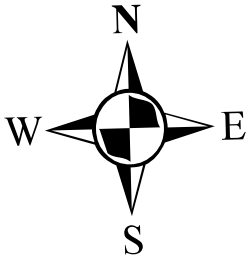
Illinois Department of Transportation Jurisdictional Transfer

CITY OF WAUKEGAN
TO
LAKE COUNTY

14th STREET (FAU 1228)

beginning at the municipal boundary line near the intersection of Dugdale Road and 14th Street, easterly along 14th Street to the municipal boundary line at the intersection of Glenn Drive (Commonwealth Ave) and 14th Street, in its entirety

Lake County





Illinois Department of Transportation

Changes to:

Lake County Highway 78 (A29)

FAU 1228

Casimir Pulaski Drive

14th Street

Lake County

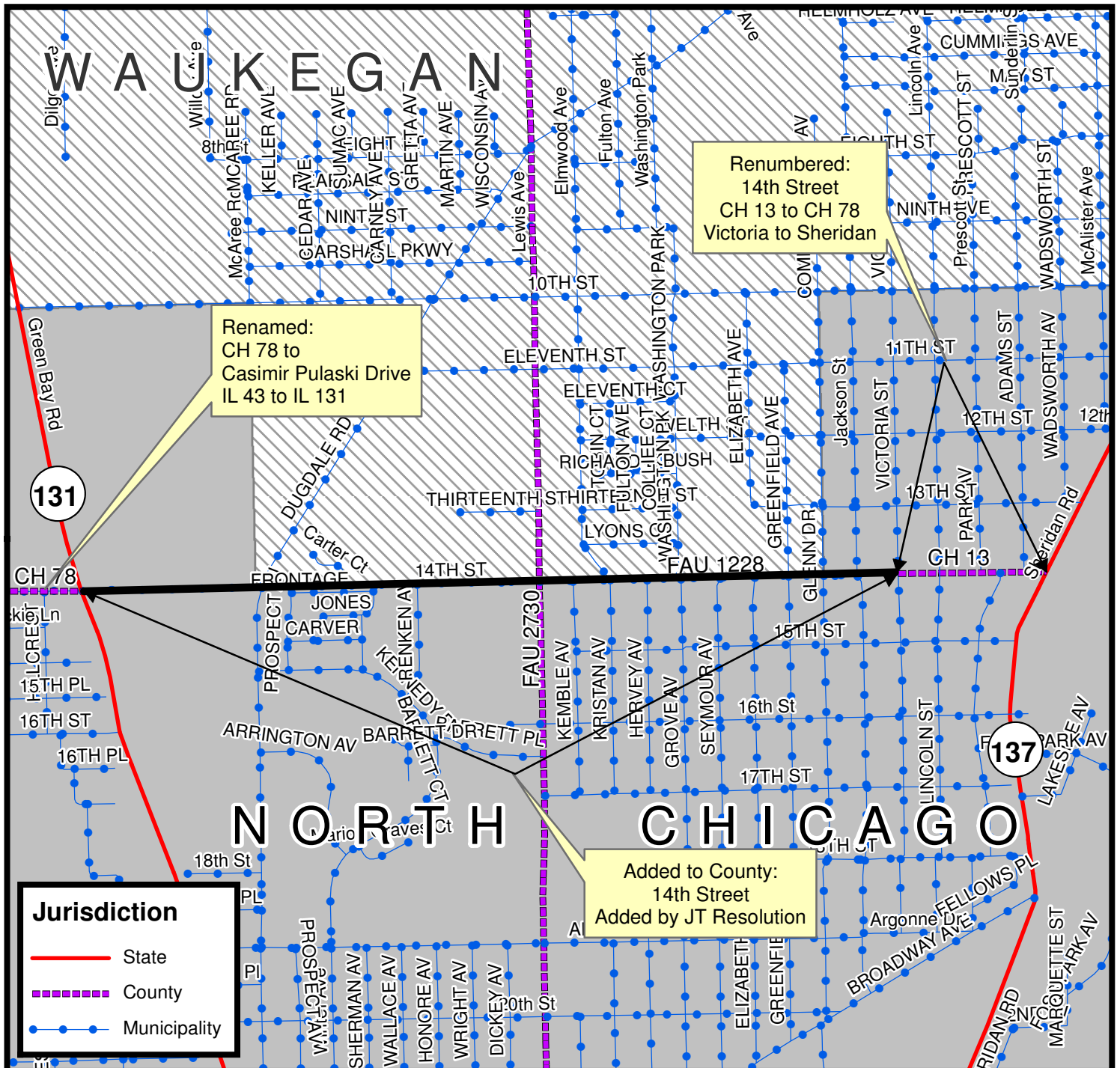
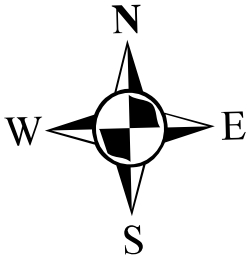


EXHIBIT D

**ESTIMATED DIVISION OF COST
14TH STREET (DUGDALE ROAD TO GLENN DRIVE)
CITY OF WAUKEGAN
99-00260-01-WR**

| Street Lighting | Total Cost | Federal Share | Lake County Share | Waukegan Share |
|---|-------------------|----------------------|--------------------------|-----------------------|
| CONSTRUCTION SUBTOTAL | \$ 522,604.00 | \$418,083.20 | \$ - | \$ 104,520.80 |
| 10% Construction Contingency | \$ 52,260.40 | \$ 41,808.32 | \$ - | \$ 10,452.08 |
| Construction Total | \$ 574,864.40 | \$ 459,891.52 | \$ - | \$ 114,972.88 |
| Phase III Engineering (est. as 10% of Construction Total) | \$ 57,486.44 | \$ 45,989.15 | \$ - | \$ 11,497.29 |
| Phase II Engineering (est. as 7% of Construction Total) | | | | \$ 8,048.10 |
| SUBTOTAL | \$ 574,864.40 | \$ 459,891.52 | \$ - | \$ 134,518.27 |
| | | | | |
| Non-Motorized Travel | Total Cost | Federal Share | Lake County Share | Waukegan Share |
| CONSTRUCTION SUBTOTAL | \$ 198,057.00 | \$ 158,445.60 | \$ 31,689.12 | \$ 7,922.28 |
| 10% Construction Contingency | \$ 19,805.70 | \$ 15,844.56 | \$ 3,168.91 | \$ 792.23 |
| Construction Total | \$ 217,862.70 | \$ 174,290.16 | \$ 34,858.03 | \$ 8,714.51 |
| Phase III Engineering (est. as 10% of Construction Total) | \$ 21,786.27 | \$ 17,429.02 | \$ 3,485.80 | \$ 871.45 |
| Phase II Engineering (est. as 7% of Construction Total) | | | | \$ 610.02 |
| SUBTOTAL | \$ 239,648.97 | \$ 191,719.18 | \$ 38,343.84 | \$ 10,195.97 |
| | | | | |

| Water Main & Sanitary Sewer | Total Cost | Federal Share | Lake County Share | Waukegan Share |
|---|----------------------|----------------------|--------------------------|-----------------------|
| CONSTRUCTION SUBTOTAL | \$ 32,050.00 | \$ 25,640.00 | \$ - | \$ 6,410.00 |
| 10% Construction Contingency | \$ 3,205.00 | \$ 2,564.00 | \$ - | \$ 641.00 |
| Construction Total | \$ 35,255.00 | \$ 28,204.00 | \$ - | \$ 7,051.00 |
| Phase III Engineering (est. as 10% of Construction Total) | \$ 3,525.50 | \$ 2,820.40 | | \$ 705.10 |
| Phase II Engineering (est. as 7% of Construction Total) | | | | \$ 493.57 |
| SUBTOTAL | \$ 38,780.50 | \$ 31,024.40 | \$ - | \$ 8,249.67 |
| | | | | |
| Non-Participating (Storm Sewer Cleaning) | Total Cost | Federal Share | Lake County Share | Waukegan Share |
| CONSTRUCTION SUBTOTAL | \$ 2,100.00 | \$ - | \$ - | \$ 2,100.00 |
| 10% Construction Contingency | \$ 210.00 | \$ - | \$ - | \$ 210.00 |
| Construction Total | \$ 2,310.00 | \$ - | \$ - | \$ 2,310.00 |
| Phase III Engineering (est. as 10% of Construction Total) | \$ 231.00 | \$ - | \$ - | \$ 231.00 |
| Phase II Engineering (est. as 7% of Construction Total) | | | | \$ 161.70 |
| SUBTOTAL | \$ 2,541.00 | \$ - | \$ - | \$ 2,702.70 |
| | | | | |
| Grand Total | \$ 817,054.37 | \$ 651,610.70 | \$ 38,343.84 | \$ 155,666.61 |