



## RESOLUTION

**WHEREAS**, Lake County by and through its Division of Transportation and in cooperation with the City of Highland Park, is desirous of placing a bike path along West Park Avenue, within the City of Highland Park, from the Highland Park Country Club westerly to the signalized intersection west of the Skokie River and including the construction of a bridge over the Skokie River; and

**WHEREAS**, said bike path along West Park Avenue would be beneficial to the City of Highland Park and Lake County as a whole; and

**WHEREAS**, Lake County and the City of Highland Park are desirous of entering into an agreement for the above-said bike path, a draft copy of which is attached hereto.

**NOW, THEREFORE BE IT RESOLVED** that the Chair of the Lake County Board, the County Clerk, and the County Engineer of Lake County are authorized, and they are hereby directed to execute an agreement pertaining to the financing of a bike path along West Park Avenue from the Highland Park Country Club westerly to the signalized intersection west of the Skokie River, and including the construction of a bridge over the Skokie River, providing in the opinion of the Public Works and Transportation Committee, if necessary, said agreement in its final form substantially conforms to the draft attached hereto. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board, and the County Clerk.

Dated at Waukegan, Illinois  
this 7<sup>TH</sup> day of February 2006

|   |  |   |
|---|--|---|
| Local Agency:<br><b>City of Highland Park</b> | <b>County of Lake, Illinois</b><br>Intergovernmental agreement for<br>County Participation | COUNTY Construction Contract<br>COUNTY Section Number:<br><b>00-00271-00-BT</b> |
|---|--|---|

This Agreement is made and entered into 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 above named Local Agency, an Illinois Municipal Corporation or Political Subdivision organized and existing under the laws of the State of Illinois, acting by and through its Corporate Authorities, hereinafter referred to as the LA.

**Project Location**

County Highway(s): None involved

Project Limits: Park Avenue West from the Highland Park Country Club westerly to the first signalized intersection west of the Skokie River (former Dominick's entrance)

|  |                            |                                     |
|--|----------------------------|-------------------------------------|
|  | <b>Project Description</b> | <b>County Construction Contract</b> |
|--|----------------------------|-------------------------------------|

The design and construction of a 10 foot wide bike path with 2 foot wide clear zones and a separate bridge crossing over the Skokie River; the acquisition of all rights-of-way and/or easements including the preparation of all land conveyance documents necessary to construct the improvement; making the necessary traffic signal modifications to accommodate pedestrian signal indications on the existing traffic signals at the western terminus of the improvement; the addition of crosswalk pavement markings at the western terminus of the improvement to connect with the existing sidewalk along the south side of Park Avenue West; and performing all other work necessary to complete the improvement in accordance with the approved plans, specifications and estimates. Said approved plans, specifications and estimates by reference herein are hereby made a part hereof.

**Division of Cost**

| Type of Work               | County | % | LA*        | %  | Total      |
|----------------------------|--------|---|------------|----|------------|
| Participating Construction |        |   | \$ 100,000 |    | \$ 100,000 |
| <b>Totals</b>              |        |   |            | \$ | 100,000    |

\*The LA's total obligation for all work subject to This Agreement shall not exceed \$100,000.

**Agreement Provisions**

**Section A.**

THE LOCAL AGENCY AGREES:

- 1 That upon award of the construction contract, unless otherwise provided for in This Agreement, the LA will pay to the County within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum, an amount equal to one hundred percent (100%) of its obligation incurred under This Agreement.
- 2 That by executing This Agreement, the LA concurs in the award of the construction contract by the COUNTY in accordance with the standard policies and procedures as adopted and used by the COUNTY.
- 3 To obtain, with no reimbursement from the COUNTY, any and all necessary approvals that may be required by any municipal board or council under the jurisdiction and authority of the LA..

**Section B.**

**THE COUNTY AGREES:**

- 1 To acquire, if applicable, or cause to be acquired, in the name of the LA, free of any liens and encumbrances, any and all rights-of-way and/or easements, both temporary and permanent, that may be necessary to construct the improvement except as provided heretofore in Section A.3. of This Agreement. Said acquisition shall include any areas that may be needed for storm water detention/retention as may be required for the improvement. The COUNTY further agrees to follow, adhere to and comply with any and all applicable federal and state mandated procedures and requirements for the acquisition of any temporary or permanent rights-of-way and/of easements that are necessary for said improvement.
- 2 To prepare, or cause to be prepared, all necessary surveys, the engineering plans, secure any and all required permits and/or approvals, excluding those approvals heretofore stipulated, specifications and estimates, and construction contract letting documents in accordance with the Motor Fuel Tax standards, as required as determined by the fund source and/or scope of the project, as prescribed by the Illinois Department of Transportation , receive bids, award the construction contract, provide construction engineering supervision and construct the project in accordance with the approved plans, specifications and estimates.

**Section C.**

**IT IS MUTUALLY AGREED:**

- 1 That upon completion of the improvement, the LA shall own and maintain said improvement, including the bike path bridge structure, with no reimbursement from the COUNTY.
- 2 That in the event the scope of work or any work element(s) contained in the engineering services agreement for the design engineering work expands or otherwise changes, the COUNTY and the LA must agree to said changes to said scope of work and/or work element(s) and agree to share any resulting costs equally.
- 3 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 LA (including its elected officials, duly appointed officials, officers, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The LA is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
- 4 It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing 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.
- 5 This Agreement shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute This Agreement affix their signatures.
- 6 This Agreement shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.

- 7 By and between the parties hereto that the Provisions of This Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of This Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of This Agreement.
- 8 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. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by This Agreement.
- 9 By and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of This Agreement shall be valid only when expressed in writing and duly executed by the parties hereto.
- 10 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither 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 hereto.
- 11 This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute This Agreement.
- 12 This Agreement shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded within five (5) years of the effective date of This Agreement.

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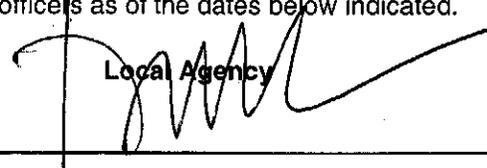
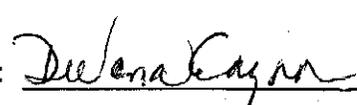
**Addenda**

Additional information and/or stipulations are hereby attached and identified below as being a part of This Agreement.  
**No addenda attached**

(Insert addendum numbers and titles as applicable)

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IN WITNESS WHEREOF, the Parties hereto have caused This Agreement to be executed by their duly authorized officers as of the dates below indicated.

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| <p>By: <u></u><br/>         Title: <u>DAVID M. LIMARDI, City Manager</u><br/>         Date: <u>January 31, 2006</u></p> | <p style="text-align: center;"><b>County of Lake</b></p> <p>By: _____<br/>         Chair, Lake County Board</p> <p>Date: _____</p> |
| <p>Attest: <u></u><br/>         Title: <u>DEVONA GAYNOR, Deputy City Clerk</u></p>                                      | <p>Attest: _____<br/>         Clerk, Lake County</p>   |

Recommended for Execution

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County Engineer/ Director of Transportation