



## RESOLUTION

**WHEREAS**, Miller Road (*County Highway 2*) is a designated route on the county highway system: and

**WHEREAS**, Lake County and Village of North Barrington are desirous of making improvements to Miller Road in the vicinity of the tributary to North Flint Creek, said improvements to alleviate the periodic pavement flooding of Miller road; and

**WHEREAS**, it is necessary to perform a floodplain modeling study in order to properly design improvements to Miller Road; and

**WHEREAS**, Lake County and the Village of North Barrington are desirous of entering into an agreement for said floodplain modeling study, a draft copy of which is attached hereto.

**NOW, THEREFORE BE IT RESOLVED** that the Chair of Board, the County Clerk and the County Engineer of Lake County are authorized and they are directed to execute an agreement pertaining to financing of the above-said floodplain modeling study, 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.

**BE IT FURTHER RESOLVED** that there is hereby appropriated \$50,000.00 of County Bridge Tax Funds for this study designated as Section 02-00118-07-FP.

Dated at Waukegan, Illinois  
this 1<sup>st</sup> day of August 2006

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE VILLAGE OF NORTH BARRINGTON  
FOR A FLOODPLAIN MODELING STUDY TO BE USED IN DESIGNING THE  
IMPROVEMENTS OF MILLER ROAD (COUNTY HIGHWAY 2),  
TRAVERSING AN UNNAMED TRIBUTARY TO NORTH FLINT CREEK**

**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 VILLAGE OF NORTH BARRINGTON, an Illinois Municipal Corporation, acting by and through its President and Board of Trustees, hereinafter referred to as the VILLAGE.

**WITNESSETH**

**WHEREAS**, the COUNTY has jurisdictional authority over Miller Road (County Highway 2) from Illinois Route 59 to U.S. Route 12; and,

**WHEREAS**, it is the desire of both the VILLAGE and the COUNTY to lower the base flood elevation at Miller Road, traversing an unnamed tributary to North Flint Creek (hereinafter the STUDY AREA); and,

**WHEREAS**, the VILLAGE has been presented with a proposed scope of work and associated costs for a comprehensive floodplain modeling study (hereinafter the STUDY) for the STUDY AREA; and,

**WHEREAS**, said proposed scope of work and associated costs were created at the request of the VILLAGE by a licensed engineering firm (hereinafter the CONSULTANT); and,

**WHEREAS**, it is the ultimate intent of the COUNTY to implement the recommendations from the STUDY, so as to lower the frequency of flooding of the pavement of Miller Road; and,

**WHEREAS**, the results of said STUDY shall be used to design the COUNTY's roadway drainage and preservation project (hereinafter the ROADWAY IMPROVEMENTS), also referred to as COUNTY Section 02-00118-07-FP, which is scheduled to commence in 2009; and,

**WHEREAS**, the VILLAGE has requested that the COUNTY participate financially in the costs of the STUDY; and,

**WHEREAS**, it is the intent of the COUNTY to participate in the costs of STUDY, with reimbursement by the COUNTY to the VILLAGE not to exceed fifty-thousand dollars (\$50,000.00);

**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 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.  
The Proposed STUDY**

1. The VILLAGE agrees to prepare, or cause to be prepared, the STUDY, whose scope of work shall include, but not be limited to the following work items and/or deliverables: (1) all necessary surveying; (2) hydraulic reports (in standard format); (2) hydrologic reports (in standard format); (3) computer models (for both ten-year and hundred-year storm event scenarios) in a format acceptable to the following permitting agencies: the Lake County Stormwater Management Commission, the Illinois Department of Natural Resources (IDNR) and the Federal Emergency Management Agency (FEMA), (4) all necessary efforts to secure a Final Letter of Map Revision from the Federal Emergency Management Agency; and (4) professional recommendations with respect to the sizing of the COUNTY's culverts under Miller Road, within the STUDY AREA.
2. The VILLAGE agrees to pay, or cause to be paid, all costs for the STUDY, subject to reimbursement by the COUNTY as hereinafter stipulated.
3. The COUNTY agrees to participate in the costs of STUDY, with reimbursement by the COUNTY to the VILLAGE not to exceed fifty-thousand dollars (\$50,000.00).
4. It is mutually agreed by and between the parties hereto that the total estimated costs of the STUDY as heretofore described is \$79,000, exclusive of the direct permitting fees of the Lake County Stormwater Management Commission and/or the Federal Emergency Management Agency.

It is further mutually agreed by and between the parties hereto that the VILLAGE shall pay one-hundred percent (100%) of said direct permitting fees.

5. The COUNTY agrees that payment to the VILLAGE shall be in a lump sum amount following the completion of the STUDY and within thirty (30) days of the receipt of invoice billings from the VILLAGE.

**SECTION III.**  
**General Provisions**

1. 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.
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, manage, construct, reconstruct, repair, widen or expand COUNTY Highways, inclusive of traffic control signals and equipment as best determined as provided by law.
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 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.
4. 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.
5. 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.
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. The VILLAGE shall not 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.
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 STUDY as described herein is not completed and delivered by the CONSULTANT to the VILLAGE and to the COUNTY on or before March 1, 2008.

ATTEST:

Kathy Melander  
Village Clerk  
Village of North Barrington



ATTEST:

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

VILLAGE OF NORTH BARRINGTON

By: John Brown  
President  
Village of North Barrington

Date: 6/20/06

RECOMMENDED FOR EXECUTION

By: \_\_\_\_\_  
Lake County  
Director of Transportation/  
County Engineer

COUNTY OF LAKE

By: \_\_\_\_\_  
Chair  
Lake County Board

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