

RESOLUTION

WHEREAS, Everett Road (*County Highway 52*) is a designated route on the county highway system; and

WHEREAS, it would be beneficial to the safety and welfare of the motoring public if Everett Road could be resurfaced from Riverwoods Road (*County Highway 58*) easterly to the east approach of the bridge carrying Everett Road over I-94; and

WHEREAS, in conjunction with the resurfacing of Everett Road it would be beneficial to Lake County as a whole, the City of Lake Forest, and the Village of Lincolnshire if a bike path could be constructed along Everett Road and along Riverwoods Road (*County Highway 58*) linking the City of Lake Forest sidewalk (*presently terminating at Old Barn Lane*) to the Village of Lincolnshire's bike path along the westerly side of Riverwoods Road; and

WHEREAS, Lake County, the City of Lake Forest and the Village of Lincolnshire are desirous of entering into an agreement for the construction said bike path, a draft copy of which is attached hereto, setting forth the terms and obligations to each agency.

NOW, THEREFORE BE IT RESOLVED, by this County Board of Lake County, Illinois, that there is hereby appropriated \$1,000,000.00 of Motor Fuel Tax funds for the acquisition of materials to be placed by Lake County by its officers, agents, and employees and for the contract portion for the above-said improvement designated as Section 04-00123-04-BT.

BE IT FURTHER RESOLVED, by this County Board of Lake County, that the Chair of the Lake County Board, the County Clerk, and the County Engineer of Lake

County, are authorized to execute an agreement pertaining to the financing of the bike path along Everett Road (*County Highway 52*) and Riverwoods Road (*County Highway 58*). The county engineer shall transmit in writing the final agreement to be executed by the Chair of the County Board and the County Clerk.

County Engineer On behalf of IDOT pursuant to Agreement of Understanding dated January 22, 2003

Dated at Waukegan, Illinois
this 8th day of May 2007

Local Agencies: Village of Lincolnshire City of Lake Forest	County of Lake, Illinois Intergovernmental Agreement for County Participation	COUNTY Construction Contract COUNTY Section: 04-00123-04-BT
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This Agreement is made and entered into this _____ day of _____, 20____ 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 Agencies, each an Illinois Municipal Corporation, a division of an Illinois Municipal Corporation or a Political Subdivision organized and existing under the laws of the State of Illinois, and each acting by and through their respective Corporate Authorities. Said Local Agencies may hereinafter be collectively referred to as the LOCAL AGENCIES and individually as the CITY or the VILLAGE.

Project Location

County Highway(s) s) Everett Road (County Highway 52) & Riverwoods Road (County Highway 58)
Project Limits: Along the east side of Riverwoods Road from the existing terminus of the VILLAGE's bike path north to Everett Road, then eastward along the north side of Everett Road to Old Barn Lane in the CITY.

Project Description

The construction of an eight (8) foot wide bituminous surface bicycle path along the east side of Riverwoods Road from the existing northern terminus of the VILLAGE's bike path north to Everett Road and then eastward along the north side of Everett Road to Old Barn Lane in the CITY. The VILLAGE will be solely responsible for all engineering, construction, maintenance and future costs associated with the segment of the path along the east side of Riverwoods Road and south of Everett Road. The COUNTY will be solely responsible for all engineering, construction, maintenance and future costs associated with any segment(s) of the path constructed along the north side of Everett Road east of Riverwoods Road that is under the jurisdiction of the COUNTY. The CITY will be solely responsible for all engineering, construction, maintenance and future costs associated with the path along the north side of Everett Road between Old Barn Lane and the eastern limit of the COUNTY's jurisdiction of Everett Road

Division of Cost (See Addendum #1)

Agreement Provisions

THE CITY AND THE VILLAGE EACH AGREE:

- 1 That upon award of the construction contract, unless otherwise provided for in This Agreement, each LOCAL AGENCY will pay to the County within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum based on awarded contract unit prices, an amount equal to ninety-five percent (95%) of its estimated obligation incurred under This Agreement, and to pay to the COUNTY within thirty (30) days of the receipt of an invoice, in a lump sum, the remainder of its respective obligation upon completion of the project based upon final costs.
- 2 To review in a timely manner, all submittals from the COUNTY as hereinafter stipulated and that the approvals of said submittals shall not be unreasonably withheld.
- 3 To have any of its respective municipal facilities that are determined to be in conflict with the project removed and/or abandoned and relocated or reconstructed in accordance with the provisions of the Lake County Highway Utility and Facility Placement Ordinance, as amended, in order to implement said project.
- 4 To acquire, if applicable, or cause to be acquired, in its name, or in the name of the COUNTY, if on the COUNTY highway system, 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 project. Said acquisition shall include any areas that may be needed for storm water detention/retention as required for the Improvement. The LOCAL AGENCY 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 easements that are necessary for said project.

- 5 That by executing This Agreement, each of the LOCAL AGENCIES 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.
- 6 To follow, adhere to, and comply with the Lake County Highway Access Regulation Ordinance, and the Lake County Highway Utility and Facility Placement Ordinance; apply for and secure all necessary permits, as may be required as determined by the scope of the project; and comply with any and all conditions and requirements of said permit(s). Said Ordinances and said permit(s) by reference herein are hereby made a part hereof.

THE COUNTY AGREES:

- 1 To prepare, or cause to be prepared, all necessary surveys, the engineering plans, secure any and all permits and/or approvals that may be required, 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.
- 2 To convey and transmit to the Local Agencies for review and approval, the design engineering plans, specifications and estimates.

IT IS MUTUALLY AGREED:

- 1 That This Agreement shall be null and void if, prior to the start of construction by the COUNTY, the Illinois State Toll Highway Authority (ISTHA) removes or causes the removal and does not replace or cause to be replaced, at its cost, the existing equine portion of the bridge carrying Everett Road over I-94 (Tri-State Tollway), which portion of said bridge is to be used for the bike path contemplated herein.
- 2 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 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 LOCAL AGENCIES (including their respective elected officials, duly appointed officials, officers, employees and agents), the agent(s), representative(s) or employee(s) of the COUNTY for any purpose or in any manner, whatsoever. The LOCAL AGENCIES are to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
- 4 That the COUNTY has received approval from the Illinois Department of Natural Resources (IDNR) for up to \$200,000 in financial assistance through the Illinois Bike Path Program for the design and construction of the project, subject to the terms and schedules therein. The LOCAL AGENCIES shall support the COUNTY in its efforts to secure said funding.
- 5 That any non-LOCAL AGENCY or non-COUNTY funds that may be secured through the IDNR for the project will be applied against the total cost of the engineering and construction of the project. Costs in excess of any IDNR funds granted for the project will be apportioned to each of the Parties hereto based on the linear footage of path for which each Party is responsible as stipulated in the Project Description.
- 6 That upon completion of the construction of the project, that portion of the bike path located along the east side of Riverwoods Road and south of Everett Road shall become a municipal facility of the VILLAGE and as such, its existence within the Riverwoods Road right-of-way shall be governed by the Lake County Highway Utility and Facility Placement Ordinance.

- 7 That upon completion of the construction of the project, that portion of the bike path constructed along the north side of Everett Road between Old Barn Lane and the eastern terminus of the COUNTY's jurisdiction of Everett Road shall become a municipal facility of the CITY.
- 8 That the LOCAL AGENCIES will grant to the COUNTY the necessary right(s)-of-entry onto property under their control outside the COUNTY rights-of-way to construct the path and any appurtenances thereto, drainage or otherwise, in accordance with the approved plans, specifications and estimates.
- 9 It is mutually agreed by and between 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.
- 10 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.
- 11 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.
- 12 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.
- 15 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.
- 16 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.
- 17 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.
- 18 This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute This Agreement.
- 19 This Agreement shall remain in full force and effect for such a period of time as any of the work items listed in the Division of Cost on page one of This Agreement, for which provisions for maintenance and future costs have been included in This Agreement, remain in place, in use and in operation.
- 20 This Agreement shall be considered null and void if prior to the start of construction by the COUNTY, the Lake County Forest Preserve District refuses to grant such right of access as needed by the COUNTY to construct said bicycle path on Forest Preserve property west of I-94 and east of Riverwoods Road.
- 21 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.

Addenda

Additional information and/or stipulations are hereby attached and identified below as being a part of This Agreement.

Addendum 1 Division of Cost -- Addendum 2 Project Map

(Insert addendum numbers and titles as applicable)

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

Village of Lincolnshire

County of Lake

By: _____

By: _____

Title: Mayor, Village of Lincolnshire

Chair, Lake County Board

Date: _____

Date: _____

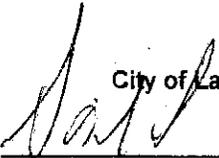
Attest: _____

Attest: _____

Title: Village Clerk, Village of Lincolnshire

Clerk, Lake County

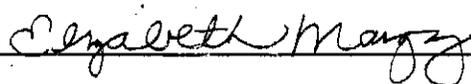
Recommended for Execution

By: 
City of Lake Forest

County Engineer/ Director of Transportation

Title: Mayor, City of Lake Forest

Date: April 2, 2007

Attest: 

Title: City Clerk, City of Lake Forest

Addendum #1

Division of Estimated Cost

Type of Work	COUNTY	CITY	VILLAGE	TOTAL
Design Engineering*	\$27,650	\$5,320	\$2,520	\$35,490
Construction Engineering**	\$39,500	\$7,600	\$3,600	\$50,700
Bike Path Construction	\$395,000	\$76,000	\$36,000	\$507,000
IDNR Grant Amount (Credit)***	\$156,000	\$30,000	\$14,000	\$200,000
Totals	\$306,150	\$58,920	\$28,120	\$393,190

Note: The above costs represent an estimate of probable cost and are subject to change. The actual costs for final billing and reimbursement will be based on final costs and final contract quantities at contract unit prices for actual work performed. The agreed upon Division of Cost for a particular type of work may or may not be based on a percentage of the total cost.

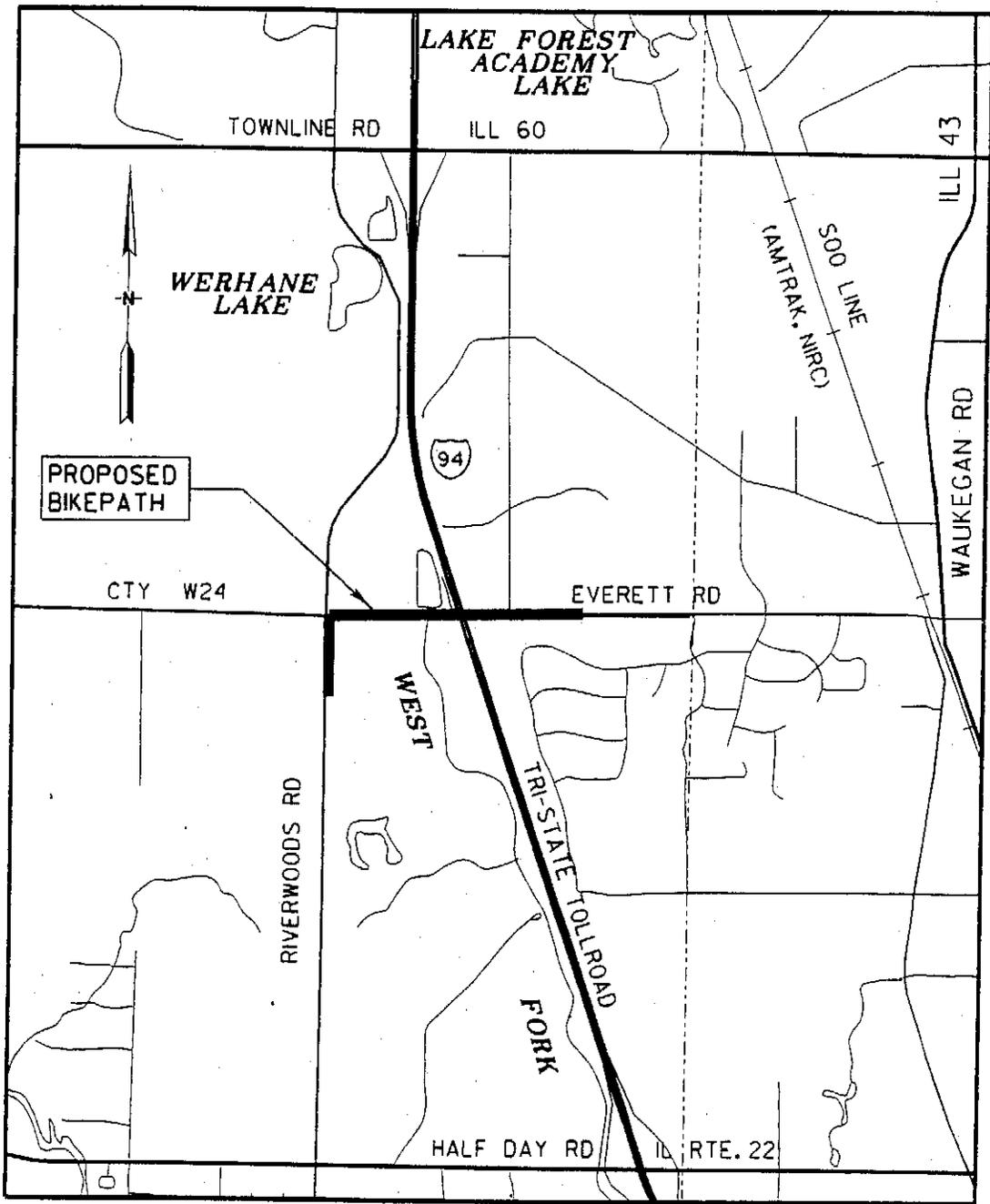
- * Design engineering is fixed at seven percent (7%) of construction costs
- ** Construction engineering is fixed at ten percent (10%) of construction costs
- *** IDNR grant credit based on percentage of total cost of construction

Addendum #2

Project Map

ROUTE	SECTION	COUNTY	SHEET	SHEETS
CH52	123	LAKE	1	1
DETAIL SHEET				
04-00123-04-BT		ILLINOIS	SCALE: 1" = 2400'	

PROJECT LOCATION



T43N; T44N

RIIE | RI2E