

Accounts Payable (1) cert.
Transportation (3) cert.

STATE OF ILLINOIS)
)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEMBER, A.D. 2007 SESSION
NOVEMBER 13, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement among the Round Lake Area Park District, the Grayslake Community Park District, Avon Township and Lake County providing for the conveyance of real estate as depicted within the attached agreement and necessary for the construction of the Hainesville Road (County Highway 24) bike path along the east side of Hainesville Road from the existing Washington Street (County Highway 45) bike path to the south end of the Avon Township Baseball complex.

WE RECOMMEND adoption of this Resolution.

	Aye	Nay		Aye	Nay
<u>Sharon O'Keely</u> ✓	_____	_____	<u>[Signature]</u> x	_____	_____
Chair			Chair		
<u>Deirdre</u> ✓	_____	_____	<u>Ann Flay</u> ✓	_____	_____
Vice-Chair			Vice-Chair		
<u>Michael A. Albright</u> ✓	_____	_____	<u>[Signature]</u> ✓	_____	_____
<u>Ann B. Moore</u> ✓	_____	_____	<u>Simon M. [Signature]</u> x	_____	_____
<u>Leresa Douglas</u> ✓	_____	_____	<u>Sharon O'Keely</u> ✓	_____	_____
<u>Susan L. [Signature]</u> ✓	_____	_____	<u>[Signature]</u>	_____	_____
Public Works and Transportation Committee			Financial and Administrative Committee		

RESOLUTION

WHEREAS, Hainesville Road (*County Highway 24*) is a designated route on the County Highway system; and

WHEREAS, Lake County by and through its Division of Transportation proposes to place a bike path along Hainesville Road (*County Highway 24*) from Washington Street (*County Highway 45*) to the south end of the Avon Township Baseball complex; and

WHEREAS, this County Board of Lake County, Illinois, at its meeting of October 9, 2007, appropriated \$240,000.00 of Matching Tax Funds for the construction of the above-said bike path and designated as Section 06-00072-09-BT; and

WHEREAS, in order to provide for the construction of the above-said bike path it is necessary for the Round Lake Area Park District, the Grayslake Community Park District, and Avon Township to convey to Lake County their respective interests in real estate as depicted in the draft agreement attached hereto; and

WHEREAS, the Round Lake Area Park District, the Grayslake Community Park District, Avon Township and Lake County are desirous of entering into an agreement for the conveyance of said real estate, a draft copy of said agreement attached hereto.

NOW, THEREFORE BE IT RESOLVED BY this County Board of Lake County, Illinois, that the Chair of the County Board, the County Clerk, the County Engineer of Lake County, be authorized and are hereby directed to execute an agreement pertaining to the conveyance of right-of-way from the Round Lake Area Park District, the Grayslake Community Park District and Avon Township to Lake County. 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 13th day of November 2007

Local Agencies: Round Lake Area Park District Grayslake Community Park District Avon Township	County of Lake, Illinois Intergovernmental Agreement for County Participation	COUNTY Construction Contract
		COUNTY Section:
		06-00072-09-BT

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 being either 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, hereinafter referred to as the LOCAL AGENCIES.

Project Location

County Highway(s): Hainesville Road (County Highway 24)
Project Limits: Along the east side of Hainesville Road from the existing terminus of the COUNTY's Washington Street Bike Path to the Avon baseball fields.

Project Description

The construction of a 10-foot wide bituminous surface bike path along the east side of Hainesville Road from the existing Washington Street Bike Path south to the south property line of the Avon Township baseball complex and performing all 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.

Agreement Provisions

THE LOCAL AGENCIES EACH AGREE:

- To convey, or cause to be conveyed, to the COUNTY, at no cost to the COUNTY, free of any and all liens, deed restrictions and/or other encumbrances, their respective interests in the real estate generally depicted in Addendum 1 of THIS AGREEMENT for the Hainesville Road right-of-way. The LOCAL AGENCIES further agree to execute and return, to the COUNTY's County Engineer, the conveyance documents for said real estate generally depicted in Addendum 1 of THIS AGREEMENT within fifteen (15) working days of the receipt of said documents. Said conveyance documents shall be in such form as determined by the COUNTY's County Engineer.

THE COUNTY AGREES:

- To prepare, or cause to be prepared, all necessary surveys, real estate conveyance documents, 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 by the fund source and/or scope of the project, as prescribed by the Illinois Department of Transportation, receive bids, award the construction

Local Agencies:
Round Lake Area Park District
Grayslake Community Park District
Avon Township

contract, provide construction engineering supervision and construct the project, at no cost to the LOCAL AGENCIES, in accordance with the approved plans, specifications and estimates.

IT IS MUTUALLY AGREED:

- 1 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.
- 2 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.
- 3 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.
- 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 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 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 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.
- 8 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. 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.
- 10 This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute This Agreement.

Local Agencies:
Round Lake Area Park District
Grayslake Community Park District
Avon Township

- 11 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.
- 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.

Addenda

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

Addendum 1 - Plat of Dedication

(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.

Round Lake Area Park District

AVON TOWNSHIP

By: _____	By: _____
Title: <u>President, Board of Commissioners</u>	Title: <u>Supervisor, Avon Township</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Title: <u>Secretary of Board</u>	Title: <u>Clerk, Avon Township</u>

COUNTY OF LAKE

Grayslake Community Park District

By: _____
Chair, Lake County Board

By: _____

Title: <u>President, Board of Commissioners</u>	Date: _____
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Date: _____

Attest: _____
Clerk, Lake County

Attest: _____

Title: Secretary of Board

Recommended for Execution

County Engineer/ Director of Transportation

Addendum #1

Plat of Dedication