



## RESOLUTION

**WHEREAS**, Washington Street (*County Highway 45*) is a designated route on the county highway system; and

**WHEREAS**, in order to provide for the free flow of traffic and ensure the safety of the motoring public, Washington Street from Hunt Club Road (*County Highway 29*) to US Rte. 41 will be improved by reconstruction, widening and resurfacing and performed as three separate projects:

- 1) From Hunt Club Road to Cemetery Road with the Village of Gurnee being the lead agency. (*Section No. 04-00110-13-WR*)
- 2) From Cemetery Road to Great America Drive with Lake County being the lead agency. (*Section No. 02-00110-12-WR*)
- 3) From IL. Rte. 21 to US Rte. 41 with Lake County being the lead agency (*Section No. 00-00067-14-RP*); and

**WHEREAS**, the Village of Gurnee desires to acquire a parcel of county owned property situated adjacent to the Rollins Road (*County Highway 31*) extension as depicted in the draft agreement attached hereto; and

**WHEREAS**, in order to provide for the above-said improvements to Washington Street, it is necessary for Lake County to acquire a drainage easement from the Village of Gurnee as depicted in the draft agreement attached hereto; and

**WHEREAS**, pursuant to Section 10 of Article 7 of the Illinois Constitution of 1970, units of local government, such as the Village of Gurnee and the county, may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, in accordance with the Local Government Property Transfer Act, (*50 ILCS 605/0.01, et seq.*), the Village of Gurnee may transfer any portion of its right, title, and interest in the parcel as depicted in the draft agreement attached hereto to the county upon such terms as may be agreed upon by the cooperate authorities of the Village of Gurnee and Lake County and subject to the provisions of such act.

**NOW, THEREFORE BE IT RESOLVED**, that this County Board of Lake County hereby adopts the attached Ordinance requesting the conveyance of a drainage easement from the Village of Gurnee and approving an intergovernmental agreement, a draft copy of which is attached hereto.

**BE IT FURTHER RESOLVED**, that the Chair of the County Board, the County Clerk and the County Engineer of Lake County are authorized and directed to execute whatever documents are necessary to convey said parcel situated adjacent to the Rollins Road extension as depicted in the draft agreement attached hereto, to the Village of Gurnee at a price of \$110,000. The said \$110,000 will be paid by the Village of Gurnee to Lake County in accordance with the agreement terms as part of the project designated as Section 00-00067-14-RP.

**BE IT FURTHER RESOLVED**, that there is hereby appropriated \$2,500,000 of Motor Fuel Tax funds for the county's portion of the improvement designated as Section 04-00110-13-WR.

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

Dated at Waukegan, Illinois  
this 11<sup>th</sup> day of March 2008

COUNTY OF LAKE, ILLINOIS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REQUESTING THE CONVEYANCE OF LAND  
FROM THE VILLAGE OF GURNEE AND  
APPROVING AN AGREEMENT

**WHEREAS**, Washington Street (*County Highway 45*) is a designated route on the county highway system; and

**WHEREAS**, in order to provide for the free flow of traffic and ensure the safety of the motoring public, Washington Street from Hunt Club Road to US Rte. 41 will be improved by reconstruction, widening and resurfacing; and

**WHEREAS**, in order to provide for the free flow of traffic and ensure the safety of the motoring public, Washington Street from Hunt Club Road (*County Highway 29*) to US Rte. 41 will be improved by reconstruction, widening and resurfacing and performed as three separate projects:

- 1) From Hunt Club Road to Cemetery Road with the Village of Gurnee being the lead agency. (*Section No. 04-00110-13-WR*)
- 2) From Cemetery Road to Great America Drive with Lake County being the lead agency. (*Section No. 02-00110-12-WR*)
- 3) From IL. Rte. 21 to US Rte. 41 with Lake County being the lead agency (*Section No. 00-00067-14-RP*); and

**WHEREAS**, the Village of Gurnee owns property situated adjacent to McClure Avenue as depicted in the draft agreement attached hereto; and

**WHEREAS**, in order to provide for the above-said improvements to Washington Street, it is necessary for Lake County to acquire a drainage easement upon the said Village of Gurnee property as depicted in the draft agreement attached hereto; and

WHEREAS, Lake County and the Village of Gurnee are desirous of entering into an agreement for said improvement to Washington Street and including the acquisition of said easement from the Village of Gurnee, a draft copy of which is attached hereto.

NOW, THEREFORE BE IT ORDAINED, by the Lake County Board of Lake County Illinois, that:

**Section 1: Recitals.** The recitals set forth above are incorporated as part of this Ordinance by this reference.

**Section 2: Request for and Acceptance of Conveyance of the Village of Gurnee Parcel.** The County hereby declares that it is necessary for it to use the said Village of Gurnee property for compensatory flood plain storage as depicted in the draft agreement attached hereto and requests that the Village convey a drainage easement to the County at a price of \$24,500 in accordance with the Agreement approved pursuant to this Ordinance. The said \$24,500 will be paid by the County to the Village of Gurnee in accordance with the agreement terms as part of the project designated as Section 00-00067-14-RP. The County Board Chair, the County Engineer and the County Clerk are hereby authorized to execute whatever documents are necessary to accept such conveyance in accordance with such Agreement.

**Section 3: Authority to Execute.** The Chair of the Lake County Board, the County Clerk and the County Engineer of Lake County, Illinois, are authorized and they are directed to execute an agreement between Lake County and the Village of Gurnee pertaining to the above-named improvement projects, a draft copy of which agreement is 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.

**Section 4:** This Ordinance shall be in full force and effect from and after its passage and adoption by the Lake County Board.

Dated at Waukegan, Illinois  
This 11<sup>th</sup> day of March 2008

Local Agency:  Village of Gurnee	<b>County of Lake, Illinois</b>  Intergovernmental Agreement for County Participation	County Sections: 00-00067-14-RP 04-00110-13-WR 02-00110-12-WR (Federal Aid) Illinois Dept of Transportation Section: 00-00047-00-FP (Federal Aid)
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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 Agency, 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, acting by and through its Corporate Authorities, hereinafter referred to as the LA.

**Project Locations**

County Highway: Washington Street (County Highway 45), O'Plaine Road (County Highway 38)

- Project Limits:
1. Hunt Club Road to Cemetery Road (IDOT Section No.: 00-00047-00-FP & COUNTY Section No.: 04-00110-13-WR)
  2. Cemetery Road to Great America Drive (County Section No.: 02-00110-12-WR)
  3. Illinois Route 21 to US Route 41 (County Section No.: 00-00067-14-RP)

**Project Descriptions**

(1) Add lanes between Hunt Club Road and Cemetery Road, the construction of a bicycle path (municipal facility) along the north side of Washington Street west of Cemetery Road and intersection improvements at Washington Street and Cemetery Road. (2) Add lanes, the installation of traffic signals at Tri-State Parkway and the construction of a bicycle path (municipal facility) between Cemetery Road and Great America Drive. (3) The reconstruction and raising out of the flood plain of the concrete pavement between IL Route 21 and US Route 41, installation of traffic signals on O'Plaine at Brookhaven Drive, modifications to the existing traffic signals at Greenleaf Street, intersection improvements and signal modifications at O'Plaine Road and the installation of a landscape median. (4) Performing all other work 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 (See Addenda)**

**Agreement Provisions**

- 1.) **For Washington Street (Hunt Club Road to Cemetery Road) IDOT Section No.: 00-00047-00-FP and COUNTY Section No.: 04-00110-13-WR**

**A. THE LA AGREES**

- 1 To prepare, or cause to be prepared, all necessary surveys, the engineering plans, legal descriptions, plats, specifications and estimates in accordance with the appropriate federal guidelines, as required as determined by the fund source and/or scope of the project, as prescribed by the Illinois Department of Transportation, secure any and all permits and/or approvals that may be required, acquire, in the name of the COUNTY any easements and/or right-of-way for Washington Street necessary to construct the improvement, record the conveyance documents, provide construction engineering supervision and cause the project to be constructed in accordance with the approved plans, specifications and estimates subject to reimbursement from the COUNTY in accordance with the Division of Cost table in Addendum 1 of This Agreement.
- 2 To pay one hundred percent (100%) of the local match for any federally eligible costs associated with the construction of and/or adjustment to any municipal facility(ies), as defined in the Lake County Highway Utility and Facility Placement Ordinance, hereinafter ORDINANCE, that are located within the Washington Street right-of-way. The LA further agrees to pay one hundred percent (100%) of any and all non-participating costs associated with the construction of and/or adjustment to any municipal facility(ies) that are part of the improvement.

MFT Sections:  
COUNTY: 00-00067-14-RP  
COUNTY: 04-00110-13-WR  
COUNTY: 02-00110-12-WR  
IDOT: 00-00047-00-FP

Local Agency:  
Village of Gurnee

**DRAFT**

- 3 That upon satisfactory completion of the project, the traffic signals and equipment with interconnect and the emergency vehicle pre-emption system, hereinafter TRAFFIC SIGNALS, at the intersection of Washington Street and Cemetery Road shall become the sole and exclusive property of the COUNTY. The LA further agrees that the COUNTY shall have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of said TRAFFIC SIGNALS.
- 4 To pay one hundred percent (100%) of all energy costs required for the operation of the TRAFFIC SIGNALS. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said TRAFFIC SIGNALS.
- 5 That the COUNTY's electrical maintenance contractor, as well as any maintenance prices, may change at any time without prior written notice to the LA.
- 6 To reimburse the COUNTY for its obligation incurred under This Agreement for the maintenance and repair of the TRAFFIC SIGNALS in accordance with the percentages listed in Addendum 1 of This Agreement. The LA further agrees that the amount of said reimbursement to the COUNTY for the cost of maintaining said TRAFFIC SIGNALS shall include the costs of the communication service(s) associated with said TRAFFIC SIGNALS.
- 7 That the COUNTY has no cost obligation for portion of contract for work on Cemetery Road.

**B. THE COUNTY AGREES**

- 1 That upon award of the construction contract, the COUNTY will pay to the LA within thirty (30) days of the receipt of an invoice from the LA, in a lump sum based on awarded contract unit prices, an amount equal to ninety-five percent (95%) of its estimated obligation for construction and construction engineering supervision, including fifty percent (50%) of the local match for construction and construction engineering supervision for the TRAFFIC SIGNALS at the intersection of Washington Street and Cemetery Road, in accordance with Addendum 1 contained herein, and to pay to the LA within thirty (30) days of the receipt of an invoice, in a lump sum, the remainder of the COUNTY's obligation upon completion of the project based upon final costs.
- 2 To pay to the LA within thirty (30) days of the receipt of an invoice from the LA, in a lump sum, the amount of \$286,621.00 for the COUNTY's share of the design engineering costs for the roadway improvements to Washington Street.
- 3 To reimburse the LA for one hundred percent (100%) of the costs associated with the acquisition of the additional right-of-way along the south side of Washington Street, and fifty percent (50%) of the costs associated with the acquisition of the additional right-of-way along the north side of Washington Street. Said reimbursement to the LA is estimated to amount to \$607,939.00. Payment to the LA shall be in a lump sum within thirty (30) days of the receipt of an invoice from the LA and a copy(ies) of the recorded conveyance documents for the project that is subject to This Agreement.
- 4 To maintain, or cause to be maintained, the TRAFFIC SIGNALS at the intersection of Washington Street and Cemetery Road subject to reimbursement by the LA in accordance with the cost sharing percentages contained in Addendum 1 of This Agreement.

**2.) For Washington Street (Cemetery Road to Great America Drive) County Section No.: 02-00110-12-WR**

**A. THE LA AGREES**

- 1 To pay one hundred percent (100%) of the local match for any federally eligible costs associated with the construction of and/or adjustment to any municipal facility(ies), as defined in the ORDINANCE, that are located within the Washington Street right-of-way. The LA further agrees to pay one hundred percent (100%) of any and all non-participating costs associated with the construction of and/or adjustment to any municipal facility(ies) that are part of the improvement.

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COUNTY: 02-00110-12-WR  
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The LA further agrees to reimburse the COUNTY for thirty-three percent (33%) of the local match for the construction and construction engineering supervision costs for the permanent TRAFFIC SIGNALS at the intersection of Washington Street and Tri State Parkway in accordance with the Division of Cost table in Addendum 2 of This Agreement.

The LA further agrees that upon award of the construction contract, the LA 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 for the local match for any federally eligible costs associated with the construction of and/or adjustment to said municipal facility(ies), and for the LA's share of the local match for the construction and and construction engineering supervision costs for the permanent TRAFFIC SIGNALS at the intersection of Washington Street and Tri-State Parkway in accordance with the Division of Cost table in Addendum 2 of 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 the LA's obligation upon completion of the project based upon final costs for actual work performed.

- 2 That upon satisfactory completion of the project, the TRAFFIC SIGNALS at the intersection of Washington Street and Tri State Parkway shall become the sole and exclusive property of the COUNTY. The LA further agrees that the COUNTY shall have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of said TRAFFIC SIGNALS.
- 3 To pay one hundred percent (100%) of all energy costs required for the operation of the TRAFFIC SIGNALS at Washington Street and Tri-State Parkway. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said TRAFFIC SIGNALS.
- 4 The LA agrees that the COUNTY's electrical maintenance contractor, as well as any maintenance prices, may change at any time without prior written notice to the LA.
- 5 To reimburse the COUNTY for its obligation incurred under This Agreement for the maintenance and repair of the TRAFFIC SIGNALS at Washington Street and Tri-State Parkway in accordance with the percentages listed in Addendum 2 of This Agreement. The LA further agrees that the amount of said reimbursement to the COUNTY for the cost of maintaining said TRAFFIC SIGNALS shall include the costs of the communication service(s) associated with said TRAFFIC SIGNALS.

#### B. THE COUNTY AGREES

- 1 To prepare, or cause to be prepared, all necessary surveys, the engineering plans, legal descriptions, plats, specifications and estimates in accordance with the appropriate federal guidelines, as required as determined by the fund source and/or scope of the project, as prescribed by the Illinois Department of Transportation, secure any and all permits and/or approvals that may be required, provide construction engineering supervision and cause the improvement to be constructed in accordance with the approved plans, specifications and estimates subject to reimbursement from the LA in accordance with the Division of Cost table in Addendum 2 of This Agreement.
- 2 To maintain, or cause to be maintained, the TRAFFIC SIGNALS at the intersection of Washington Street and Tri State Parkway subject to reimbursement by the LA in accordance with the cost sharing percentages contained in Addendum 2 of This Agreement.

**3.) For Washington Street (Illinois Route 21 to U.S. Route 41) County Section No.: 00-00067-14-RP**

**A. THE LA AGREES**

- 1 To grant a drainage easement, hereinafter DRAINAGE EASEMENT, to the COUNTY, subject to reimbursement to the LA in accordance with the Division of Cost table in Addendum 4 of This Agreement, on property owned by the LA located on McClure Avenue, sufficient to accommodate approximately 2.44 acre feet of compensatory storage for the Washington Street improvements for COUNTY Section 00-00067-14-RP. Said DRAINAGE EASEMENT is depicted on Addendum 3 of This Agreement. The LA further agrees to maintain said DRAINAGE EASEMENT upon completion of the construction activities for Washington Street.
- 2 To reimburse the COUNTY for any and all engineering and construction costs attributable to the LA for any necessary alterations to municipal facilities as a result of any change in profile to Washington Street; any work performed on the LA's cross streets; the LA's share of the installation costs for the TRAFFIC SIGNALS at Brookhaven Drive, in accordance with the Division of Cost table in Addendum 4 of This Agreement; and the LA's share of any modifications to the existing TRAFFIC SIGNALS at Greenleaf Street, in accordance with the Division of Cost table in Addendum 4 of This Agreement. Said engineering costs shall be fixed at seventeen percent (17%) of said construction costs. Said municipal facilities shall be as defined in the ORDINANCE.
- 3 To reimburse the COUNTY for one hundred percent (100%) of the engineering and construction costs associated with the installation of an irrigation system and the installation of the landscape materials, including the topsoil, in the landscape median on Washington Street. The LA further agrees to maintain said irrigation system and landscape materials, inclusive of the topsoil, in the landscape median, at no cost to the COUNTY. Said engineering costs shall be fixed at seventeen percent (17%) of said construction costs.
- 4 To pay to the COUNTY the amount of its obligation incurred under This Agreement for the engineering and construction costs for the improvements contemplated under COUNTY Section 00-00067-14-RP in accordance with the Division of Cost Table in Addendum 4 of This Agreement. The LA agrees that payments shall be made to the COUNTY in three lump sum amounts based on contract unit prices within thirty (30) days of the receipt of an invoice from the COUNTY. The first payment to the COUNTY shall be due upon award of the construction contract in an amount equal to one third (1/3) of the VILLAGE'S obligation incurred under This Agreement.  
  
The LA further agrees that the second payment to the COUNTY shall be due on the last Friday in May, 2009 in an amount equal to one third (1/3) of the VILLAGE's obligation incurred under This Agreement for COUNTY Section 00-00067-14-RP.  
  
The LA further agrees to pay to the COUNTY the third and final payment upon completion of construction in an amount equal to the remainder of the L's obligation incurred under This Agreement for COUNTY Section 00-00067-14-RP. Said final payment to the COUNTY shall be due on the last Friday in May, 2010, in a lump sum, within thirty (30) days of the receipt of an invoice from the COUNTY, upon completion of construction of the improvements, based on final costs and final contract quantities at contract unit prices for actual work performed.
- 5 To limit the hours during which maintenance of the landscape median will occur to between 9:00 a.m. and 3:00 p.m.
- 6 To reimburse the COUNTY for its obligation incurred under This Agreement for the maintenance and repair of the TRAFFIC SIGNALS at O'Plaine Road and Brookhaven Drive and at Washington Street and Greenleaf Street in accordance with the percentages listed in the Division of Cost Table in Addendum 4 of This Agreement. The LA further agrees that the amount of said reimbursement to the COUNTY for the cost of maintaining said TRAFFIC SIGNALS shall include the costs of the communication service(s) associated with said TRAFFIC

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COUNTY: 00-00067-14-RP  
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- 7 To pay one hundred percent (100%) of the energy costs directly to the utility providing electrical service to the TRAFFIC SIGNALS at O'Plaine Road and Brookhaven Drive and at Washington Street and Greenleaf Street.
- 8 The LA agrees that the COUNTY's electrical maintenance contractor, as well as any maintenance prices, may change at any time without prior written notice to the LA.
- 9 That upon satisfactory completion of the project, the TRAFFIC SIGNALS at the intersection of O'Plaine Road and Brookhaven Drive and at Washington Street and Greenleaf Street shall become the sole and exclusive property of the COUNTY. The LA further agrees that the COUNTY shall have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of said TRAFFIC SIGNALS.
- 10 That by executing This Agreement, the LA concurs in the award of the construction contract in accordance with the standard policies and procedures as adopted and used by the COUNTY.

**B. THE COUNTY AGREES:**

- 1 To prepare, or cause to be prepared, all necessary surveys, the engineering plans, legal descriptions, plat of drainage easement, 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, secure any and all permits and/or approvals that may be required, record the conveyance documents, receive bids, award the construction contract, provide construction engineering supervision and construct the project in accordance with the approved plans, specifications and estimates subject to reimbursement from the LA in accordance with the Division of Cost table in Addendum 4 of This Agreement.
  - 2 To reimburse the LA for the aforementioned DRAINAGE EASEMENT in the amount of \$24,500.00, which represents the LA's costs for the acquisition of the property, in accordance with the Division of Cost table in Addendum 4 of This Agreement.
- 4.) General Provisions for Washington Street (IDOT Section: 00-00047-00-FP, COUNTY Sections: 02-00110-12-WR, 04-00110-13-WR and 00-00067-14-RP)**

**IT IS MUTUALLY AGREED:**

- 1 That from time to time the Traffic Signals, subject to This Agreement, may require modernization, improvement, revision, replacement, major repairs, upgrading, and/or interconnection with adjoining traffic control signals, hereinafter referred to as Future Work. Future costs for said Future Work shall be based on the then existing current COUNTY standards, specifications, and requirements as determined by the COUNTY's County Engineer at such time as said Future Work is undertaken. The LA shall reimburse the County for said Future Work in accordance with the percentages indicated in the appropriate Division of Cost table of This Agreement.
- 2 That the COUNTY shall have the right to grade or otherwise alter the DRAINAGE EASEMENT, in substantial conformance with the approved plans, to accommodate the compensatory storage requirements for the Washington Street improvements (COUNTY Section 00-00067-14-RP). Mature trees shall be protected and preserved on said DRAINAGE EASEMENT in accordance with said approved plans.
- 3 That the LA agrees to purchase and the COUNTY agrees to sell a 0.46 acre parcel of real estate, hereinafter COUNTY PROPERTY, located along the south side of Rollins Road approximately 200 feet west of Scarborough Drive. The agreed upon 2007 valuation of said real estate is \$110,000.00. The COUNTY agrees to make available to the LA a copy of the appraisal for said real estate upon request. Said real estate and it's legal description are depicted on Addendum 5 of This Agreement.

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COUNTY: 02-00110-12-WR  
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- 4 That reimbursement in the amount of \$110,000.00 to the COUNTY for said COUNTY PROPERTY shall be in the form of a credit against costs incurred by the LA as stipulated in the Division of Cost table in Addendum 4 of This Agreement.
- 5 That the LA shall maintain, or cause to be maintained, at no cost to the COUNTY, all municipal facilities, as defined in the ORDINANCE, located within the right-of-way of Washington Street within the limits of the improvements subject to This Agreement.
- 6 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.
- 7 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.
- 8 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.
- 9 That 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.
- 10 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.
- 11 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.
- 12 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.
- 13 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.
- 14 That 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.
- 15 That This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute This Agreement.

MFT Sections:  
COUNTY: 00-00067-14-RP  
COUNTY: 04-00110-13-WR  
COUNTY: 02-00110-12-WR  
IDOT: 00-00047-00-FP

- 16 That This Agreement shall remain in full force and effect for such a period of time as any of the work items listed in any of the Division of Cost tables 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.
- 17 That This Agreement shall be considered null and void in the event that the construction contracts covering the three (3) separate improvements contemplated herein are not awarded within five (5) years of the effective date of This Agreement. In the event that one or more of said construction contracts are awarded, This Agreement shall remain in full force as heretofore stipulated in Section 4-15 of This Agreement.

**Addenda**

Additional information and/or stipulations are hereby attached and identified below as being a part of This Agreement.  
 Addendum 1 IDOT Section No.: 00-0047-00-FP & COUNTY Section No.: 04-00110-13-WR Division of Cost  
 Addendum 2 COUNTY Section No.: 02-00110-12-WR Division of Cost  
 Addendum 3 DRAINAGE EASEMENT  
 Addendum 4 COUNTY Section No.: 00-00067-14-RP Division of Cost  
 Addendum 5 COUNTY PROPERTY

(Insert addenda 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.

**Local Agency**

**County of Lake**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Title: \_\_\_\_\_

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

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

Attest: \_\_\_\_\_  
 Clerk, Lake County

Recommended for Execution

\_\_\_\_\_  
 County Engineer/ Director of Transportation

**Addendum 1  
Division of Cost  
IDOT Section No. 00-00047-00-FP**

**Local Agency:  
Village of Gurnee**

**MFT Sections:  
COUNTY: 00-00067-14-RP  
COUNTY: 04-00110-13-WR  
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Addendum 1

Division of Cost  
 IDOT Section No. 00-00047-00-FP  
 COUNTY Section No. 04-00110-13-WR

	FHWA	%	COUNTY	%	LA	%	WARREN TWP	%	TOTALS
Design Engineering	\$ -	0	\$ 286,621	44.3	\$ 245,213	37.9	\$ 115,166	17.8	\$ 647,000
Right-of-Way	\$ -	0	\$ 607,939	73.0	\$ 224,101	27.0	\$ -	0.0	\$ 832,040
Participating Construction	\$ 5,343,885	70	\$ 899,251	11.8	\$ 951,064	12.4	\$ 439,921	5.8	\$ 7,634,121
Construction Engineering	\$ 575,989	70	\$ 98,840	12.0	\$ 104,021	12.6	\$ 43,992	5.4	\$ 822,842
Traffic Signals *									
Construction**	\$ 330,408	70	\$ 70,802	15.0	\$ 70,802	15.0	\$ -	0.0	\$ 472,012
Maintenance		0		50.0		50.0	\$ -	0.0	
Future Work		0		50.0		50.0	\$ -	0.0	
Energy		0		0.0		100.0	\$ -	0.0	
Totals	\$ 6,250,282		\$ 1,963,453		\$ 1,595,201		\$ 599,079		\$ 10,408,015

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. Energy, maintenance and future costs are expressed as percentages only.

\* Washington Street at Cemetery Road

\*\* Includes interconnect work items

**Addendum 2  
Division of Cost  
County Section No.: 02-00110-12-WR**

**Local Agency:  
Village of Gurnee**

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**DIVISION OF COST  
COUNTY SECTION No.: 02-00110-12-WR**

Type of Work	FHWA	%	COUNTY	%	LA	%	TOTAL
Municipal Facility							
Bike Path		70.0		0.0		30.0	
Traffic Signals*							
Construction		70.0		15.0		15.0	
Maintenance				67.0		33.0	
Future Work				67.0		33.0	
Energy				0.0		100.0	

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. Energy, maintenance and future costs are expressed as percentages only.

\* Washington Street at Tri State Parkway

**Addendum 3  
DRAINAGE EASEMENT**

**Local Agency:  
Village of Gurnee**

**MFT Sections:  
COUNTY: 00-00067-14-RP  
COUNTY: 04-00110-13-WR  
COUNTY: 02-00110-12-WR  
IDOT: 00-00047-00-FP**



12/28/2006 1:30:18 PM

PIN: 07-23-101-003  
07-23-101-004  
07-23-101-009

Owner: Village of Gurnee, a  
municipal corporation  
of Illinois  
Route: Washington Road  
Section: 00-00067-14-RP  
County: Lake  
Job No.:  
Parcel: 0002PE  
Station:

PARCEL 1:

Lot 2 in Cora McCullough's subdivision, being a subdivision of part of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 23, Township 45 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded December 5, 1956 as Document 933008, in Book 1504 of records, page 145, in Lake County, Illinois, except that part conveyed to American National Bank and Trust Company of Waukegan as Trustee under Trust agreement dated June 29, 1968 and known as Trust Number 79, through Deed recorded October 30, 1970 as Document 1479322, except that part conveyed to the County of Lake through deed recorded July 8, 1960 as document 1074760 and except that part conveyed to the Lake County Forest Preserve District by deed recorded August 8, 1985 as document 2374915.

PARCEL 2:

Commencing at the Southeast Corner of Lot 2 in Cora McCullough's Subdivision, being a subdivision of part of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 23, Township 45 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded December 5, 1956 as document 93308, in Book 1504 of records, Page 145 in Lake County, Illinois, thence North along the East Line of said Lot 2 to South Line of New Grand Avenue as relocated, thence southeasterly along the southerly line of New Grand Avenue, 63.1 Feet, more or less, to the West Line of Lot 1 in said subdivision, thence South along the West Line of Lots 1 and 3 in said subdivision to the Southwest Corner of Lot 3 in said subdivision and thence West 60 Feet more or less, to the Point of Beginning, all in the Village of Gurnee, County of Lake, State of Illinois.

PARCEL 3:

Lot 3 in Cora McCullough's Subdivision, being a subdivision of part of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 23, Township 45 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded December 5, 1956 as document 933008, in Book 1504 of records, Page 145, in Lake County, Illinois.

**PARCEL 4:**

That part of Lot 1 lying Southerly of the southerly line of State Aid Route 132 (New Grand Avenue, so-called) in Cora McCullough's subdivision, being a subdivision of part of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 23, Township 45 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded December 5, 1956 as Document 933008, in Book 1504 of records, Page 145, in Lake County, Illinois.

Said parcel contains 122,827 square feet (2.820 Acres), more or less of land.

**Addendum 4**  
**Division of Cost**  
**County Section No.: 00-00067-14-RP**

**DIVISION OF COST  
COUNTY SECTION 00-00067-14-RP**

Type of Work	COUNTY	%	LA	%	TOTAL
Municipal Facilities					
Bike Path		0	\$ 44,133	100	\$ 44,133
Lighting		0	\$ 24,569	100	\$ 24,569
Sanitary Manholes to be Adjusted		0	\$ 13,500	100	\$ 13,500
Sidewalk		0	\$ 32,367	100	\$ 32,367
Fire Hydrants to be Adjusted		0	\$ 2,200	100	\$ 2,200
Valve Vaults to be Adjusted		0	\$ 2,500	100	\$ 2,500
Village Cross Streets		0	\$ 133,199	100	\$ 133,199
Irrigation System		0	\$ 250,000	100	\$ 250,000
Landscaped Median Plant Materials		0	\$ 359,958	100	\$ 359,958
Roadway Improvements to Washington Street*	\$ 17,824,884				\$ 17,824,884
Traffic Signals (O'Plaine Road @ Brookhaven Drive)					
Construction	\$ 98,599	50	\$ 98,599	50	\$ 197,198
Maintenance		50		50	
Future Work		50		50	
Energy		0		100	
Traffic Signals (Washington St @ Greenleaf St)					
Construction	\$ 72,451	75	\$ 24,150	25	\$ 96,601
Maintenance		75		25	
Future Work		75		25	
Energy		0		100	
Traffic Signal Interconnect			\$ 22,217	10	\$ 22,217
Drainage Easement	\$ 24,500		(\$24,500)		\$0
County Property	(\$110,000)		\$110,000		\$0
Engineering (17% of Construction Costs)	\$ 3,059,309		\$ 152,557		\$ 3,211,866
Totals	\$ 20,969,743		\$ 1,245,449		\$ 22,215,192

\*Includes COUNTY responsibility for median work but does not include bridge work.

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. Energy, maintenance and future costs are expressed as percentages only.

**Addendum 5  
COUNTY PROPERTY**

**Local Agency:  
Village of Gurnee**

**MFT Sections:  
COUNTY: 00-00067-14-RP  
COUNTY: 04-00110-13-WR  
COUNTY: 02-00110-12-WR  
IDOT: 00-00047-00-FP**

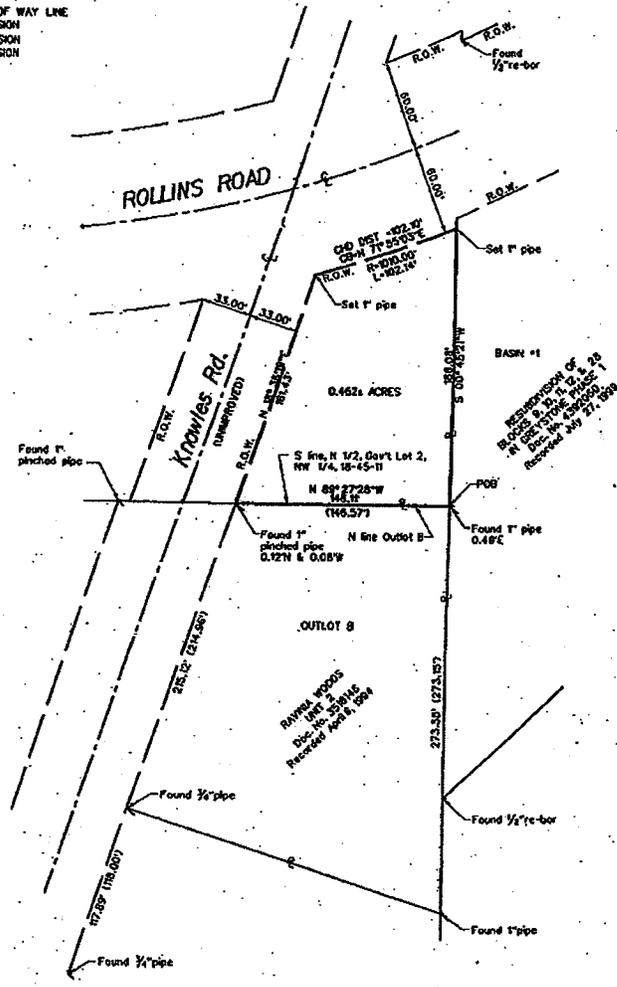
# PLAT OF SURVEY

**LEGAL DESCRIPTION**

That part of the North Half of Government Lot 2 of the Northwest Quarter of Section 18, Township 45 North, Range 11 East of the Third Principal Meridian described as follows: Beginning at the northeast corner of Outlot "B" in Ravenna Woods Unit 2, according to the plat thereof, recorded April 8, 1994 as Document No. 3316140 thence North 83 degrees 27 minutes 28 seconds West, 16.11 feet along the north line of said Outlot "B" to the northwest corner thereof thence North 18 degrees 36 minutes 18 seconds East, 81.43 feet along the east right of way line of Knowles Road thence northeasterly, 102.14' along the southerly right of way line of Rollins Road County Highway 33 being a non-tangent curve to the left, having a radius of 830.00 feet, the chord of said curve bears North 71 degrees 55 minutes 03 seconds East, 302.10 feet to the west line of Bash #1 in the Resubdivision of Blocks 8, 11, 12, and 24 in Gravestone Phase 1 according to the plat thereof, recorded July 27, 1999 as Document No. 4392050 thence South 00 degrees 45 minutes 21 seconds West, 88.08 feet along the west line of said Bash #1 to the Point of Beginning, Old Lake County, Mo. Said parcel contains 0.462 acres more or less.

**LEGEND**

-----	SECTION LINE
-----	QUARTER SECTION LINE
-----	QUARTER, QUARTER SECTION LINE
-----	PROPERTY (DEED) LINE
-----	CENTERLINE
-----	EXISTING RIGHT OF WAY LINE
129.32	MEASURED DIMENSION
129.32 (COMP)	COMPUTED DIMENSION
129.32	RECORDED DIMENSION



**NOTE:** Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.  
 \* No distances should be examined by scaling.  
 \* No underground improvements have been located unless shown and noted.  
 \* This Survey and Plat of Survey are void without original seal and signature affixed.  
 Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

STATE OF ILLINOIS  
COUNTY OF LAKE I.S.S.  
I hereby certify that we have surveyed the premises above described, and that the plat hereon is a representation of the said survey.  
 Dated at Libertyville, Lake County, Illinois, January 25, A.D. 2006  
 Lake County Division of Transportation  
 Illinois Professional Land Surveyor  
 No. 035-2848 Expires 1/08  
 This professional service conforms to the current Illinois minimum standards for a boundary survey.

SECTION:	060
PROJECT:	
STATION:	
SCALE:	1" = 50'
DRAWN BY:	SWH
COMPILES:	SP-060-33-ES.DWG
REVISIONS:	
SHEET NO. 1 OF 1	
Date of field work:	01-19-05
LAKE COUNTY DIVISION OF TRANSPORTATION 802 WEST WINCHESTER ROAD LIBERTYVILLE, ILLINOIS 60048-1381	