

Agenda Item # 45

Distribution
County Board
County Administrator
Facility Manager
Central Services
Accounts Payable

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

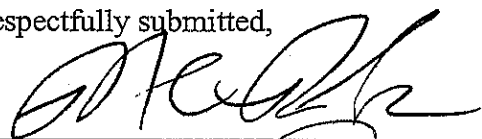
REGULAR JUNE , A.D., 2003 SESSION

JUNE 10, A.D., 2003

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Financial and Administrative Committee presents herewith a Resolution authorizing the Chairman of the Board to execute a Temporary Access Permit between the County of Lake, the Lake County Public Building Commission, and the City of Waukegan, in accordance with the terms and conditions of the agreement and requests its adoption.

Respectfully submitted,



CHAIR



VICE-CHAIR



FINANCIAL and ADMINISTRATIVE
COMMITTEE

RESOLUTION

WHEREAS the Lake County Public Building Commission is the owner of real property described as follows: Lot 2 in Block 20 in the original town of Little Fort (now City of Waukegan) in the Southeast Quarter of Section 21, Township 45 North, Range 12, East of the Third Principal Meridian in Lake County, Illinois ("LCPBC Property");

WHEREAS the County of Lake is the lessee of the LCPBC Property;

WHEREAS the City of Waukegan is the owner of real property adjacent to the LCPBC Property described as follows: Lots 1, 11 and 12, all in Block 20 in the original town of Little Fort (now City of Waukegan) in the Southeast Quarter of Section 21, Township 45 North, Range 12, East of the Third Principal Meridian in Lake County, Illinois ("City Property");

WHEREAS the City of Waukegan previously granted the County and the Lake County Public Building Commission a permanent and perpetual easement on the City Property and immediately adjacent to the LCPBC property described as follows: the West Twenty-Five (25) feet and the South Fifteen (15) feet of Lot 1 in Block 20 in the original town of Little Fort (now City of Waukegan) in the Southeast Quarter of Section 21, Township 45 North, Range 12, East of the Third Principal Meridian in Lake County, Illinois, for the purposes of Ingress and Egress, with the right to remove obstructions, trees, bushes and other vegetation from the easement, dated April 5, 1993, recorded on April 12, 1993 as document number 3312668 ("County-LCPBC Easement");

WHEREAS the City of Waukegan is constructing a new City Hall on Lot 1, in the course of which the City has entered onto, and will continue to enter onto, the LCPBC Property and the County-LCPBC Easement for purposes of completing said construction;

WHEREAS in construction of the City Hall, the City of Waukegan has removed a portion of the bituminous driveway located on the north side of the LCPBC property and on the County-LCPBC Easement;

WHEREAS the City of Waukegan has as a part of the construction agreed to promptly and properly replace the driveway on the north side of the LCPBC property and the County-LCPBC

Easement with a driveway of equal or superior quality to the existing driveway, to install a retaining wall and handicapped entrance ramp along the north property line of the LCPBC Property, to indemnify the County and the Commission for claims arising out of its work on the LCPBC Property and the County-LCPBC Easement, to communicate with the County and the LCPBC during the course of construction, and to not interfere with the ongoing work of the Lake County Coroner's office;

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois that the attached Temporary Access Permit between the Commission, the County, and the City be entered into by the County of Lake, and the Chairman of the Lake County Board is hereby authorized to execute said Temporary Access Permit on behalf of the County.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 10th day of June A.D., 2003.

TEMPORARY ACCESS PERMIT

This Agreement is made and entered into this ____ day of _____, 2003, by and between the City of Waukegan, the County of Lake and the Lake County Public Building Commission;

WHEREAS the Lake County Public Building Commission is the owner of real property described as follows: Lot 2 in Block 20 in the original town of Little Fort (now City of Waukegan) in the Southeast Quarter of Section 21, Township 45 North, Range 12, East of the Third Principal Meridian in Lake County, Illinois ("LCPBC Property");

WHEREAS the County of Lake is the lessee of the LCPBC Property;

WHEREAS the City of Waukegan is the owner of real property adjacent to the LCPBC Property described as follows: Lots 1, 11 and 12, all in Block 20 in the original town of Little Fort (now City of Waukegan) in the Southeast Quarter of Section 21, Township 45 North, Range 12, East of the Third Principal Meridian in Lake County, Illinois ("City Property");

WHEREAS the City of Waukegan previously granted the County and the Lake County Public Building Commission a permanent and perpetual easement on the City Property and immediately adjacent to the LCPBC property described as follows: the West Twenty-Five (25) feet and the South Fifteen (15) feet of Lot 1 in Block 20 in the original town of Little Fort (now City of Waukegan) in the Southeast Quarter of Section 21, Township 45 North, Range 12, East of the Third Principal Meridian in Lake County, Illinois, for the purposes of Ingress and Egress, with the right to remove obstructions, trees, bushes and other vegetation from the easement, dated April 5, 1993, recorded on April 12, 1993 as document number 3312668 ("County-LCPBC Easement");

WHEREAS the City of Waukegan is constructing a new City Hall on Lot 1, in the course

of which the City has entered onto, and will continue to enter onto, the LCPBC Property and the County-LCPBC Easement for purposes of completing said construction;

WHEREAS in construction of the City Hall, the City of Waukegan has removed a portion of the bituminous driveway located on the north side of the LCPBC property and on the County-LCPBC Easement;

WHEREAS the City of Waukegan has as a part of the construction agreed to promptly and properly replace the driveway on the north side of the LCPBC property and the County-LCPBC Easement with a driveway of equal or superior quality to the existing driveway and further to install a retaining wall and handicapped entrance ramp along the north property line of the LCPBC Property, as detailed on Exhibit A;

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The County of Lake and the Lake County Public Building Commission, their successors and assigns, hereby grant to the City of Waukegan a temporary access permit until December 31, 2003, or as extended pursuant to paragraph 8, immediately following execution of this agreement, along the northern side of the building on the LCPBC Property ("Coroner's building") and the entire County-LCPBC Easement, as described in Exhibit A, for the purpose of allowing the City of Waukegan to construct its new City Hall. The city of Waukegan shall not construct any permanent improvement to the LCPBC property or the County-LCPBC Easement except as provided herein.
2. The City of Waukegan will complete the removal of the existing bituminous surface of the driveway on the north side of the LCPBC Property and the County-LCPBC Easement

and replace it with a new driveway and will further construct a handicapped entrance ramp and a retaining wall to ensure stability of the driveway and the adjacent sidewalk, all as described in construction documents dated November 18, 2002.

3. The City of Waukegan agrees to indemnify, defend and hold harmless the LCPBC and the County of Lake, and their respective officers, agents and employees from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys' fees) relating to or occurring in connection with the City of Waukegan's entry upon, use of, and construction within the LCPBC Property or the County-LCPBC Easement, and any claims, demands, actions, suits, proceedings, judgments, or settlements related thereto. The City of Waukegan agrees to notify the County of Lake and the LCPBC in writing within three business days of any claim of which it becomes aware that may fall within this indemnity provision. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the expiration of the temporary easement.
4. The City of Waukegan shall not at any time, including during the course of constructing its City Hall and during the term of this temporary access permit, block or otherwise interfere with the access to the overhead vehicle door ("Vehicle Access Door") on the north side of the Coroner's building located on the LCPBC Property, as shown on Exhibit A, it being the understanding of the parties that said access must at all times be available for the work of the County Coroner. Vehicle access to the Vehicle Access Door shall at all times be allowed from West Street across the City Property. Should the City of Waukegan or its employees or agents at any time block or interfere with said access the

County of Lake or the LCPBC may order the City of Waukegan and its employees and agents to immediately remove such block or interference.

5. The City of Waukegan shall provide to the Lake County Public Building Commission and the County of Lake eight permanently designated parking spaces to be located in the parking lot located in the City Property and immediately west of the LCPBC property.
6. The City of Waukegan has provided the Lake County Public Building Commission and the County of Lake a detailed construction schedule for its construction of its new City Hall, including, but not limited to, the dates when paving of the new driveway, construction of the handicapped ramp and construction of the retaining wall on LCPBC property and the County-LCPBC Easement are scheduled to occur, as set forth in Exhibit C hereto. In the event the City of Waukegan, its contractors or architect at any time discovers that the schedule set forth in Exhibit C may need to be revised the City of Waukegan shall immediately notify the County of Lake and the Lake County Public Building Commission and provide a revised construction schedule. Any such revised construction schedule, however, shall not serve to extend the term of this temporary access permit. Additionally each and every Monday during the term of this temporary access permit, the City of Waukegan shall provide to the County of Lake and the Lake County Public Building Commission a report detailing any work that will be undertaken that week that may impact the LCPBC property or the County-LCPBC Easement.
7. The City of Waukegan shall take all steps and employ all reasonable construction methods to prevent damage to the Coroner's building on the LCPBC property or interference with the business of the Coroner's office. This obligation shall include, but not be limited to, consulting with, and obtaining the approval of, the County of Lake and

the Lake County Public Building Commission, regarding the methods that will be employed to remove the remaining portions of the driveway on the LCPBC property and the County-LCPBC Easement, with said approvals and consents not to be unreasonably withheld.

8. If the City of Waukegan fails to comply with any term or condition of this Temporary Access Permit, the County of Lake or the Lake County Public Building Commission shall have the right to terminate this temporary access permit at any time upon notice to the City of Waukegan. In any event, the City of Waukegan's obligation to remove the old driveway, install a new driveway, construct a handicapped entrance ramp and retaining wall, all as provided in paragraph 2 above, shall survive the termination of this temporary access permit. This temporary access permit shall commence on the date hereof and continue until June 30, 2004. In the event the City or its contractors are delayed or hindered by reason not the fault of the City or its contractors, then the term of this Temporary Access Permit shall be extended for a period equal to the period of said delay or hindrance.
9. All notices under this Temporary Access Permit shall be in writing and shall either be sent by registered or certified mail (return receipt requested, postage prepaid); by an overnight courier guaranteeing next day delivery (i.e. FedEx, Purolator, United Parcel Service, etc.); or by personal delivery, in each instance addressed as follows:

If intended for the City of Waukegan:

Ray Vukovich
Director of Governmental Services
City of Waukegan
410 Robert V. Sabonjian Place
Waukegan, IL 60085-9299

If intended for the County of Lake and the Lake County Public Building Commission:

County Administrator's Office
c/o James Janda, Facilities Manager
18 North County Street
Waukegan , IL 60085-4334

All such notices shall be deemed to have been sufficiently given if for all purposes herein on the 2nd day after deposit in the U.S. Mail, if sent by registered or certified mail; on the next business day if sent by overnight courier; or on the same day if sent by personal delivery before the close of business in the local of the recipient (5:00 p.m. local time), or on the next business day if sent after the close of business.

In witness whereof, the parties hereto have signed, sealed and delivered this instrument on the date it bears.

LAKE COUNTY PUBLIC BUILDING
COMMISSION

By _____

Chairman

[SEAL]

Attest:

Secretary

THE COUNTY OF LAKE, ILLINOIS

By _____

Chairman of the County Board of
The County of Lake, Illinois

[SEAL]

Attest:

County Clerk

THE CITY OF WAUKEGAN

By _____

Mayor of the City of Waukegan

[SEAL]

Attest:

City Clerk