COST-SHARING AGREEMENT BETWEEN THE CITY OF LOCKPORT, VILLAGE OF ROMEOVILLE AND FOREST PRESERVE DISTRICT OF WILL COUNTY FOR I AND M CANAL PATH COSTS

This Cost-Sharing Agreement is entered on this ____ day of ______, 2024 between the City of Lockport, an Illinois municipal corporation ("Lockport"), Village of Romeoville, an Illinois municipal corporation ("Romeoville") and Forest Preserve District of Will County, a body corporate and politic ("District")

WITNESSETH:

WHEREAS, Lockport is a home rule municipality as defined by Section 6(a) of Article VII of the Illinois Constitution of 1970 and has its principal office located at 222 E. 9th Street, Lockport, Illinois 60441; and

WHEREAS, Romeoville is a home rule municipality as defined by Section 6(a) of Article VII of the Illinois Constitution of 1970 and has its principal office located at 1050 W Romeo Rd, Romeoville, IL 60446; and

WHEREAS, District is a body politic and corporate with offices located at 17540 W. Laraway Road, Joliet, Illinois 60433; and

WHEREAS, Lockport, Romeoville and District agree that it is mutually beneficial to provide improved recreational trail/path connections (the "Improvements") between the District's Centennial Trail and its Illinois and Michigan (I&M) Canal Trail; and

WHEREAS, the Improvements are described and otherwise depicted in Exhibit A, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Lockport, Romeoville and District are willing to share costs and responsibilities as hereinafter set forth in connection with the design and construction of the Improvements and the further operation and maintenance thereof, all in accordance with the terms and conditions of this Agreement as hereinafter set forth; and

NOW, THEREFORE, in consideration of the above-stated and herein incorporated recitations, the parties hereby agree as follows:

- 1. <u>Recitals</u>. The foregoing recitals are hereby incorporated by reference into this Agreement.
- 2. <u>Romeoville Obligations</u>. Romeoville shall, subject to and in accordance with the terms of this Agreement, design, build and construct the Improvements in general conformity with the I and M Centennial Master Plan attached hereto and incorporated herein as Exhibit A, including the alternative for the connection to the Romeoville Metra Station trail, and shall initially advance all costs necessary in connection therewith (the "Improvement Costs"). The Improvement Costs

shall consist of all costs necessary to the construction of the Improvements, including engineering, surveying, and labor and materials costs.

- A. <u>Design</u>. As part of its obligations under this Section 2, Romeoville shall prepare final engineering and design specifications (the "Specifications") consistent with Exhibit A, and in accordance with sound engineering principles.
- B. <u>Bidding</u>. Romeoville shall solicit public bids for the Improvements to be constructed in accordance with the Specifications, and shall have the sole right to award a contract for the Improvements, in accordance with applicable law and its usual and customary practices, to the lowest responsible and eligible bidder, or to reject all bids.
- C. <u>Construction</u>. Upon the award of and execution of a contract for the Improvements (the "Contract"), Romeoville shall be solely responsible for supervising and managing all work to be performed under the Contract. Romeoville shall notify Lockport and District 48 hours in advance of any Romeoville inspection of the work, and Lockport and District shall have the right to accompany Romeoville during such inspections. Upon completion of the Improvements, Romeoville shall conduct a final inspection of the completed work before accepting the same, subject to Lockport's and District's inspectional rights set forth in the preceding sentence.
- D. <u>Easements</u>. The parties acknowledge that certain easements are necessary for temporary construction purposes as well as permanent easements for the use, operation and maintenance of the Improvements, and for public access to and use of the existing Metra station parking lot located on Citgo refinery property presently leased to Romeoville to provide parking for user of the Improvements. All of the easements in question would be located on property of Citgo Petroleum Corporation and/or P.D.V. Midwest Refining L.L.C. Romeoville shall prepare all such easement documents, subject to the reasonable review and approval of Citgo Petroleum Corporation and/or P.D.V. Midwest Refining L.L.C., and obtain fully executed copies thereof.
- 3. <u>Estimated Improvements Cost</u>. The presently estimated cost of the Improvements is \$738,296.75, including the alternative for the connection to the Romeoville Metra Station trail. Romeoville and Lockport acknowledge that the as-built cost of the completed Improvements may be more or less than this estimated cost. Romeoville and Lockport further acknowledge that Romeoville has commenced the engineering design of the Improvements prior to the date of this Agreement, and has expended funds thereon within the definition of Improvement Costs under this Agreement.
- 4. <u>Cost-Sharing</u>. Romeoville and Lockport shall share the Improvement Costs equally, subject to the application of the Citgo contribution as hereinafter provided, including costs expended by Romeoville and/or Lockport for engineering of the Improvements prior to the date of this Agreement. Upon completion of the Improvements, and the acceptance of the same by Romeoville, Romeoville shall invoice Lockport in an amount equal to one half of the Improvement Costs incurred by Romeoville in connection with the completion of the Improvements, subject to the application of the Citgo Contribution as hereinafter provided, and Lockport shall pay the same within thirty (30) days of receiving the same. As of the date first above named, and after application of the Citgo contribution as hereinafter provided, Romeoville and Lockport are each

responsible for \$144,148.00 of the amount by which the Improvement Costs exceed the Citgo contribution. Romeoville and Lockport further acknowledge that their final respective shares of the Improvement Costs may differ from this figure based upon the actual final as-built cost of the Improvements.

- 5. <u>Citgo Contribution</u>. To support the construction of the Improvements, Romeoville has entered into a Grant Agreement approved by Village Resolution No. 22-3477, pursuant to which Citgo Petroleum Corporation ("Citgo") has agreed to contribute a sum of up to \$450,000.00 toward the cost of constructing the Improvements ("Citgo contribution"). Subject to the receipt of the Citgo contribution by Romeoville, the Citgo contribution shall inure equally to the benefit of Romeoville and Lockport, and shall be applied so as to reduce the total amount of Improvement Costs otherwise payable from the funds of Romeoville and Lockport.
- 6. <u>Future Operation and Maintenance</u>. From and after the completion of the Improvements, District, at its cost and expense, shall keep the Improvements in a clean condition, in the same manner and to the same extent as it does for the balance of its public recreational trails/paths, and shall also keep clean and maintain the benches installed as a component of the Improvements, in the same manner and to the same extent as it maintains benches owned by the District.
- 7. Conditions Precedent to Romeoville's Performance; Cooperation. Romeoville's obligations under Section 2 of this Agreement shall be conditioned upon its receipt of all necessary governmental approvals required to construct the Improvements, including but not limited to any approvals required from Lockport or the District, and upon its receipt of any and all easements, licenses or other real property rights that it determines in its sole discretion to be necessary to the construction of the Improvements in general compliance with Exhibit A, including but not limited to easements from Citgo or its affiliates as hereinabove provided. In the event that any approvals or real property rights shall be required of Lockport or the District for Romeoville's construction of the Improvements hereunder, Lockport and District shall cooperate reasonably with Romeoville to provide Romeoville with the same, and shall not impose costs or charges in connection therewith.
- 8. <u>Notices</u>. All notices, requests, consents and other communications under this Agreement shall be in writing and shall be sent by facsimile or mail by certified mail:

If to Lockport: City Administrator

City of Lockport 222 E. 9th St.

Lockport, IL 60441 Phone: (815) 838-0549

If to Romeoville: Village Manager

Village of Romeoville 1050 W Romeo Rd Romeoville, IL 60446 If to District: Executive Director

Forest Preserve District of Will County Forest Preserve District of Will County

17540 W. Laraway Road Joliet, Illinois 60433

or to such other address or phone numbers as may be specified by any party hereto by notice given in accordance with this Agreement.

9. Miscellaneous.

- (a) This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.
- (b) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, notwithstanding any conflict of law provision to the contrary. The parties agree that venue in any and all actions and proceedings related to the subject matter of this Agreement shall be in the state courts in and for the State of Illinois, which courts shall have exclusive jurisdiction for such purpose, and the parties irrevocably submit to the exclusive jurisdiction of such courts and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Service of process may be made in any manner recognized by such courts.
- (c) The preamble and the recitals are part of this Agreement, but section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular section.
- (d) This Agreement may be executed simultaneously in any number of counterparts hereof, and by the different parties hereto on separate counterparts hereof, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures on this Agreement shall be deemed to be original signatures.
- (e) This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof. This Agreement may be amended, modified or supplemented only by a written agreement executed by each of the parties hereto. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- (g) If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized signatories, have executed and delivered this Agreement as of the date first written above.

CITY OF LOCKPORT,
By: Steven Streit, Mayor
Attest:
By:City Clerk
Approved by Resolution No. 24

VILLAGE OF ROMEOVILLE,
Ву:
John Noak, Mayor
Attest:
By:
Village Clerk

Forest Preserve District of Will County

By:	
	ANNETTE PARKER, President Forest Preserve District of Will County Board of Commissioners
Attest:	
By:	
	Raquel Mitchell, Secretary Forest Preserve District of Will County Board of Commissioners