

COST-SHARING AGREEMENT BETWEEN THE CITY OF LOCKPORT, VILLAGE OF
ROMEUVILLE 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”)

W I T N E S S E T H:

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. Recitals. The foregoing recitals are hereby incorporated by reference into this Agreement.

2. Romeoville Obligations. 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. Design. 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. Bidding. 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. Construction. 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. Easements. 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. Estimated Improvements Cost. 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. Cost-Sharing. 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

[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,

By: _____
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