

CITY OF AURORA, ILLINOIS
RESOLUTION NO. R13-329
DATE OF PASSAGE November 26, 2013

**RESOLUTION APPROVING AND FUNDING AN INTERGOVERNMENTAL AGREEMENT
WITH THE STATE OF ILLINOIS/DEPARTMENT OF TRANSPORTATION
FOR AN OVERPASS IMPROVEMENT TO U.S. ROUTE 34**

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 200/1 et seq., provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency may be exercised and enjoyed jointly with any other public agencies and private enterprises; and

WHEREAS, the City of Aurora is desirous of entering into an Intergovernmental Agreement with the State of Illinois/Department of Transportation for improvements to approximately 3,060 feet of U.S. Route 34 by providing an overpass of U.S. Route 34 over the C.N./EJ&E Railroad crossing known as FAP Route 311, STATE Job No.:C-91-032-12, STATE Contract No.:60R06, STATE Section 652-A; and

WHEREAS, the City and the State have agreed upon the parties' respective share of the costs for the improvements covered by said Intergovernmental Agreement, with the City's share being Two Hundred Eight Thousand Three Hundred Fifty dollars (\$208,350.00) or so much

thereof as may be necessary, to be paid as provided in said Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, a late change will be requested to the recently distributed 2014 budget which will provide the necessary funding in 2014;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the Intergovernmental Agreement between the City of Aurora and the State of Illinois/Department of Transportation, attached hereto as Exhibit "A", and the City Engineer is authorized to take such action as needed to comply with the terms thereof.

PASSED AND APPROVED on November 26th, 2013

Kristina Bohman
William Dazzo
[Signature]
W. J. Smith
J. A. Pectus
Lynne M. Johnson

Michael J. Santle
[Signature]
[Signature]
[Signature]
[Signature]

AYES 12 NAYS 0 ABSENT 0

ATTEST:

Ischl A. L.

City Clerk

[Signature]

Mayor

City of Aurora
Law Department
44 East Downer Place
Aurora, Illinois 60507
(630) 256-3060

F13.00794

RECOMMENDATION

TO: THE COMMITTEE OF THE WHOLE

FROM: THE FINANCE COMMITTEE

The Finance Committee at the Regular Finance Meeting on Tuesday, November 12, 2013

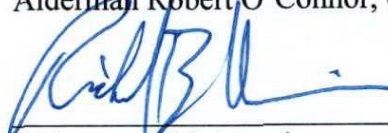
Recommended **APPROVAL** of Resolution approving and funding an Intergovernmental

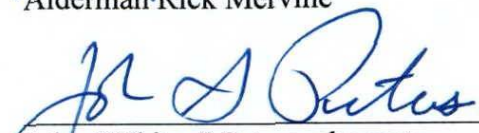
Agreement with the State of Illinois/Department of Transportation for an overpass improvement

to U.S. Route 34

The Vote 3-0

Submitted By 
Alderman Robert O'Connor, Chairman


Alderman Rick Mervine


John "Whitey" Peters, alternate

Dated this 12th day of November, 2013

FAP Route 311
State Section: 652-A
DuPage County
Job No.: C-91-032-12
Agreement No.: JN-113-050
Contract No.: 60R06

AGREEMENT

This Agreement entered into this _____ day of _____, 2013 A.D.,
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT
OF TRANSPORTATION hereinafter "STATE", and the CITY OF AURORA of the
State of Illinois, hereinafter "CITY".

WITNESSETH:

WHEREAS, STATE, in order to facilitate the free flow of traffic and ensure safety to
the motoring public, is desirous of improving approximately 3,060 feet of U.S. Route
34, (FAP Route 311, STATE Job No.: C-91-032-12, State Contract Number: 60R06,
STATE Section: 652-A) by providing an overpass of US Route 34 (Ogden Ave.) over
the C.N./EJ&E Railroad crossing as follows:

The proposed "improvement" at C.N./EJ&E Railroad includes constructing a
shared-use path, decorative bridge railing, retaining wall construction, noise
abatement walls construction, drainage improvements, installation of lateral
crossings of City owned watermain and associated appurtenances, traffic signal
modernization at US Route 34 at Frontenac Street complete with emergency
vehicle preemption equipment, and performance of all other work necessary to
complete the improvement in accordance with the approved plans and
specifications; and

WHEREAS, CITY is desirous of said improvement in that same will be of immediate benefit to CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspections during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by CITY, as hereinafter stipulated. STATE will negotiate and/or coordinate with the Railroad for the adjustment of their railroad facilities.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement shall be as shown on Exhibit A.

CITY shall be provided a credit of \$98,000.00 for providing tree replacement along the U.S. Route 34 Overpass Corridor.

4. CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.

5. CITY further agrees that upon award of the contract for this improvement, CITY will pay to STATE in a lump sum from any funds allotted to CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project based upon final costs.
6. Prior to the start of construction, STATE shall provide CITY with an estimate of cost based upon the awarded contract for the installation of lateral crossings of City owned watermain and associated appurtenances. After review of the estimate, CITY reserves the right to remove the construction of the watermain crossing from the contract and the cost share agreement.
7. CITY further agrees to consider passage of a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit B" proves to be insufficient to cover said cost, if such appropriation is deemed to be in the best interests of CITY, in CITY's sole discretion.
8. CITY has adopted and will put into effect an appropriate ordinance, prior to STATE's advertising for the proposed work to be performed hereunder, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit C", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by STATE from traffic capacity studies.
9. CITY has adopted and will put into effect an appropriate ordinance, prior to STATE's advertising for the proposed work to be performed hereunder, or shall

continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".

10. Prior to STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from CITY and STATE.
11. CITY has adopted and will put into effect an appropriate ordinance, prior to STATE's advertising for the proposed work to be performed hereunder, relative to the disposition of encroachments and prohibiting in the future, any new encroachments within the limits of the improvement, a copy of which is attached as "Exhibit E".
12. CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
13. CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along US Route 34 without the consent of STATE. CITY will authorize alternate access to the Com Ed service road along McCoy Drive.
14. CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to STATE.

15. CITY agrees to cause its utilities installed on right of way after said right of way was acquired by STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by STATE, to be relocated and/or adjusted, if required, at no expense to STATE.

16. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

16. CITY agrees to obtain from STATE an approved permit for any CITY, owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.

17. Upon final field inspection of the improvement and so long as US Route 34 is used as a STATE Highway, STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes and the curb and gutter or stabilized shoulder and ditches adjacent to those traffic lanes and turn lanes.

STATE also agrees to maintain the bridge structure carrying U.S. Route 34 over C.N. railroad in its entirety, except as noted hereinafter.

STATE also agrees to be responsible for the structural integrity of the noise abatement walls and retaining walls constructed as part of this improvement.

18. Upon final field inspection of the improvement, CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including landscaped medians, parkways, sidewalks, CITY owned utilities including appurtenances thereto.

CITY also agrees to provide routine maintenance of the noise abatement walls, retaining walls and bridge piers as constructed as part of this improvement. Routine shall include, but is not limited to, the removal of any graffiti, undesirable vegetation and garbage removal. CITY further agrees to provide routine maintenance of the area from the Right of Way line to the backside of the noise abatement walls.

19. CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of US Route 34. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of STATE and CITY unless there is an agreement specifying different responsibilities.

20. Upon acceptance by STATE of the existing traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the

Master Agreement executed by STATE and CITY on
August 01, 2007.

{Remainder of page intentionally left blank}

Obligations of STATE and CITY, will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, including their successors and assigns.

CITY OF AURORA
By: [Signature]
(Signature)

Attest:
[Signature]
Clerk

By: Tom Weisner
(Print or Type)
Title: Mayor - City of Aurora
Date: November 26, 2013.

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
John Fortmann, P.E.
Deputy Director/
Region One Engineer

Date: _____

Job No.: C-91-032-12
Agreement No.: JN-113-050

Exhibit F
PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of US Route 34 known as FAP Route 311, State Section: 652-A CITY agrees to that portion of the plans and specifications relative to CITY's financial and maintenance obligations described herein, prior to STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____