# Chapter Five

# LOCAL AGENCY AGREEMENTS

BUREAU OF DESIGN AND ENVIRONMENT MANUAL

# Chapter Five
# LOCAL AGENCY AGREEMENTS

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# Chapter Five
# LOCAL AGENCY AGREEMENTS

Chapter 5 documents the Department's policies and procedures to use when processing Local Agency Agreements. The term "Local Agency," as used in this chapter, refers to municipalities, counties, townships, fire districts, and other public entities. The procedures in this chapter also apply to non-public entities.

## 5-1 GENERAL

### 5-1.01 Need For Agreements

The Department requires an Agreement with a Local Agency when the Local Agency participates in the improvement of a State route and/or when a transfer of jurisdictional responsibility is made. Participation may be a contribution of goods, services, or money (e.g., right-of-way, preliminary engineering, municipal funds). The Agreement also should resolve questions of maintenance, parking, storm sewer pollution, encroachments, approval of plans, and other similar items.

### 5-1.02 Signature Authority

If Local Agency participation is less than $250,000, the Regional Engineer, or assignee, may execute an Agreement with the Local Agency except under the following conditions:

- a Jurisdictional Transfer is involved;
- the Department is reimbursing or crediting the Local Agency;
- an Agreement with another State is involved; or
- a Supplemental Agreement causes the Local Agency's share to equal or exceed $250,000.

The Director of Highways will execute Agreements that cannot be executed by the Regional Engineer. The Secretary of Transportation will execute Agreements when the Department is reimbursing or crediting the local agency or an Agreement with another State.

### 5-1.03 Processing Guidelines and Procedures

The district will prepare Local Agency Agreements in accordance with the applicable State laws and the Department's rules, regulations and policies using the format discussed in Section 5-2. The following sections present the procedures and guidelines for processing Local Agency Agreements.

### 5-1.03(a) Executed by the Regional Engineer

The district is responsible for the Agreement from inception to execution. The project support engineer must submit a memorandum describing any element of an Agreement that deviates from IDOT policy to BDE for approval before the Local Agency signs the Agreement. Once fully executed, the district will send one original Agreement to the Local Agency and the other original Agreement, together with a copy of all waiver approvals, to BDE (to be retained, in perpetuity, as an official Department document). The district shall send copies of the Agreement to the affected Central Offices/Bureaus and send one copy of the Agreement with the PS&E submittal.

### 5-1.03(b) Executed by the Secretary of Transportation and Director of Highways (< $250,000)

If the agreement obligates an expenditure of less than $250,000, the project support engineer will prepare the preliminary draft of the Agreement and send the preliminary draft to the appropriate district bureaus for review and approval of the Agreement prior to submitting drafts to each affected Central Office/Bureau for review. To expedite the draft review process, note and explain in the transmittal memo to the Bureaus any deviations from policy contained in the Agreement. If projects involve improvements to an unmarked State route and the Agreement does not provide for a transfer of jurisdictional responsibility, also note the following in the transmittal memorandum:

- whether the appropriate Local Agencies were contacted and their reasons for not accepting jurisdiction,
- whether the project could be deferred, or
- whether the project is the minimum required to prevent further deterioration of the existing pavement.

This information is necessary to obtain Executive Office approval to proceed with the project.

Following preliminary draft approval, the district will prepare the final draft in duplicate (i.e., presupposing a two-party Agreement) on letter-size paper and submit the two counterparts to the Local Agency for signature. The project support engineer will instruct the Local Agency to return the two signed counterparts. The project support engineer will then forward the signed counterparts to BDE for execution by the Director of the Division of Highways and the Secretary of Transportation. BDE will file one original counterpart and send the remaining original counterpart to the district. The district will send the original counterpart to the Local Agency and forward one copy to each of the Central Offices/Bureaus. For an improvement to be eligible for any particular letting, the Agreement, with attached ordinances, shall be fully executed and plan approval received prior to the PS&E dates indicated in the schedule for lettings that are published each year by BDE.


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### 5-1.03(c) Executed by the Secretary of Transportation, Chief Counsel, Director of Finance and Administration and Director of Highways (≥ $250,000)

If the Agreement obligates an expenditure of $250,000 or more payable to the Local Agency, the above signatures are required. The review process and all other aspects are the same as described in Section 5-1.03(b).

### 5-1.03(d) Processing Procedures

Figure 5-1.A illustrates the procedures to use when processing Local Agency Agreements. Adhering to these procedures will reduce confusion and provide consistency in implementing the process. For additional guidelines, contact BDE.

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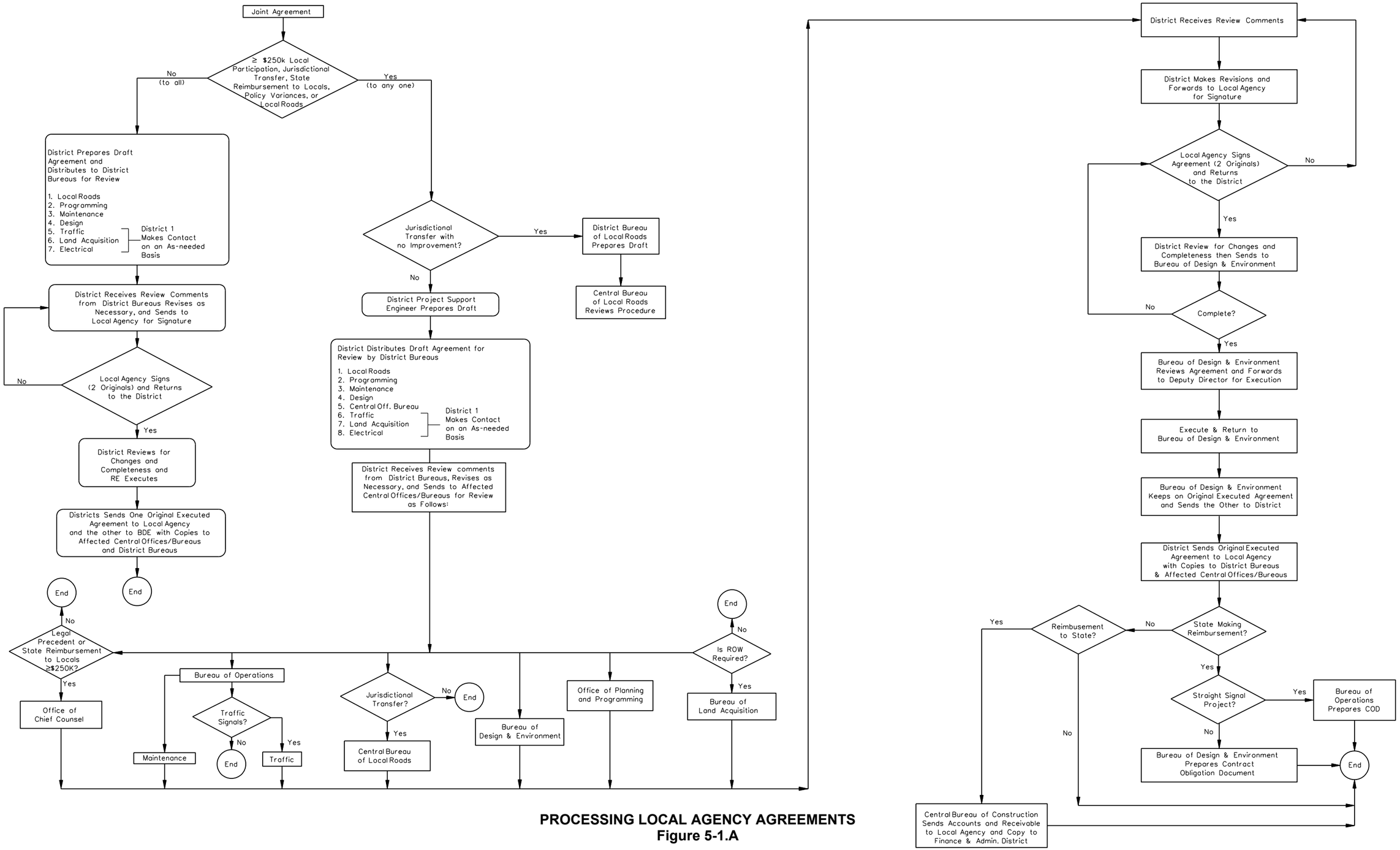


**PROCESSING LOCAL AGENCY AGREEMENTS**
**Figure 5-1.A**

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## 5-2 AGREEMENT FORMAT

There is one format that is typically used for Agreements between the Department and a Local Agency. The following sections discuss the agreement format.

### 5-2.01 Developed Format

The district will use the Developed Format on all projects. See Section 5-8 for a sample of the Developed Format.

### 5-2.02 Description of Improvement

In the Agreement, include a brief description of the improvement to completely inform the Local Agency of the extent of the improvement. If the improvement extends beyond the limits of the Local Agency, also define the limits of Local Agency involvement. Provide the following in the description:

- the route designation and improvement limits, identified by official street names, as practical;
- the proposed number and width of traffic lanes;
- the width of any parking lanes;
- the width and type of median, if any;
- the type of curb and gutter construction;
- a description of the sidewalk and/or other work requested by the Local Agency; and
- any storm sewer or incidental construction required.

### 5-2.03 Termination

Include in the Agreement a mutually acceptable time of termination not to exceed three years if the contract is not awarded.

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## 5-3 MAINTENANCE OBLIGATIONS

The Agreement should describe in detail the maintenance obligations of all parties to avoid potential misunderstandings upon completion of construction. Normally, on streets that are a part of the State highway system, the Department will maintain the following:

- the traffic lanes, including left- and right-turn lanes or bi-directional lanes, and the adjacent curb and gutter or ditch; and
- the median area, if provided.

The following sections provide additional information on maintenance obligations.

### 5-3.01 Traffic Lanes Under Municipal Jurisdiction

The Municipality will maintain the traffic lanes and any adjacent curb and gutter under Municipal jurisdiction.

### 5-3.02 Parking Under Municipal Jurisdiction

The Agreement should assign responsibility for parking maintenance according to the following criteria:

1. On-System Parking. If parking, including restricted parking, is included in the improvement, the Municipality will maintain the parking lanes and the adjacent curb and gutter.

2. Off-System Parking Lanes. The Municipality will accept complete jurisdiction of off-system parking facilities including, but not limited to, the following:

   - maintenance,
   - operation,
   - repair,
   - reconstruction,
   - striping, and
   - provision of electrical energy for lighting systems.

   The Municipality will hold the State harmless from any legal suits arising from the construction, operation, and maintenance of off-system parking facilities.

### 5-3.03 Parking or Municipal Traffic Lanes Assumed by State

If an IDOT traffic capacity analysis demonstrates a justification for additional traffic lanes, the Department may assume the additional full-time traffic and/or parking lanes under Municipal

jurisdiction. Once assumed, the Department will maintain these facilities including any adjacent curb and gutter.

### 5-3.04 Storm Sewers and Appurtenances

The Municipality normally will perform the routine maintenance of storm sewers and appurtenances constructed as part of the improvement, provided the storm sewer was designed to accommodate State highway drainage only. Routine maintenance is defined as those functions necessary to maintain the sewer in a serviceable condition including:

- cleaning sewer lines, inlets, manholes, and catch basins; and
- repairing and replacing inlet, manhole, and catch basin frames, grates, and lids.

The following provides additional guidance on the maintenance responsibilities of storm sewers and appurtenances:

1. Storm Sewers Constructed for State Highway Drainage Only. Beyond the level of routine maintenance, the Department will maintain, repair, and/or reconstruct storm sewers constructed for State highway drainage only.

2. Storm Sewers Constructed for Joint Municipal/State Use. If the storm sewer is oversized to accommodate a joint Municipal/State use, the Agreement shall proportion the cost for maintenance, repair, and/or reconstruction beyond the level of routine maintenance in the same manner as the initial construction cost was proportioned.

### 5-3.05 Traffic Signals

If traffic signals are included in the improvement and are within the Municipality's corporate limits, the Municipality and the Department normally will share maintenance responsibilities. The Municipality is responsible for maintenance and energy costs as provided in Part 544 of the *Illinois Administrative Code* (contact the Bureau of Operations for additional guidance).

### 5-3.06 Lighting

The following presents the maintenance obligations for lighting:

1. Separate Systems. The Municipality is financially responsible for maintaining any separate lighting system installed by the Department at the request of the Municipality. The Municipality also will furnish and pay for the system's electrical energy.

2. Combined Systems. In addition to any obligations in Part 544 of the *Illinois Administrative Code* (contact the Bureau of Operations), the Municipality is financially responsible for maintaining the luminaires, luminaire wiring, conduit, and control devices and for providing the electrical energy for the combined systems the Department installs at the request of the Municipality.


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### 5-3.07 Sidewalks

The Municipality will maintain any new or replacement sidewalks the Department provides in the improvement, excluding those constructed on structures.

### 5-3.08 Right-of-Way Under Municipal Jurisdiction

Use the following guidelines to determine maintenance responsibility for right-of-way under Municipal jurisdiction:

1. Urban Cross Section. The Municipality will maintain the entire right-of-way outside of that maintained by the Department. This includes, but is not limited to, Municipal utilities, landscape plantings, parkways, guardrails, crosswalks, and stop line markings.

2. Rural Cross Section. The Department will maintain the entire right-of-way excluding the landscaping and utilities installed by others and the right-of-way under Municipal responsibility as discussed in Sections 5-3.01 through 5-3.07.

### 5-3.09 Municipal Streets

If Municipal streets are improved as part of the State highway project, the Municipality is responsible for maintaining the Municipal streets, except as provided in Maintenance Policy 11-5.

### 5-3.10 Bicycle Paths

The Municipality will maintain any bicycle paths associated with the State highway project other than that portion of the bicycle path carried on State structures. Incorporate the following paragraph in the Agreement:

> *The _____ agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the bicycle path not otherwise carried on State structures. The _____ further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the construction and/or operation of the bicycle path.*

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## 5-4 AGREEMENT ATTACHMENTS

### 5-4.01 Parking Restrictions

The district should ensure that any on-street parking included in the improvement is parallel and adjacent to the curb and, as practical, should eliminate any diagonal on-street parking from the project. Diagonal on-street parking shall be analyzed and approved by BDE before the Department will execute an Agreement for a joint Municipal/State improvement; see Chapter 48. The Municipality shall adopt and enforce an appropriate parking ordinance as part of the Agreement. If an appropriate parking ordinance is already in effect, obtain copies from the Municipality. Attach the parking ordinance as an Exhibit to the Agreement prior to execution. Enforcement of the parking ordinance by the Municipality is understood to include erection and maintenance of any necessary "NO PARKING" or "PARALLEL PARKING ONLY" signs. See Example 2 in Section 5-8 for a sample parking ordinance.

### 5-4.02 Sewer Restrictions

The Municipality shall adopt and enforce an ordinance prohibiting the discharge of sanitary sewage or industrial waste into any storm sewer or drainage facility constructed by the Department as a part of the project. The district will attach the ordinance as an Exhibit to the Agreement prior to execution. See Example 3 in Section 5-8 for a sample storm sewer ordinance.

### 5-4.03 Encroachments

If a State highway improvement is within a Municipality, the work generally is performed on right-of-way that is either acquired by or dedicated to the Municipality. Occasionally, the Department performs work on new right-of-way, purchased either by the State or jointly with the Municipality, under an Agreement with the Municipality. As part of the Agreement, the Municipality will provide for the disposition of any existing encroachments and adopt and enforce an ordinance prohibiting future encroachments on State highway right-of-way.

Encroachments on State highway right-of-way will not be permitted and shall be removed. Unless the encroachment is an existing violation, the State may compensate the owner during right-of-way negotiations. However, if the safe and free flow of vehicular and pedestrian traffic is maintained, the Department may allow the encroachment to remain. In such cases, the Municipality will issue a revocable permit, approved by the Department, that provides for the future removal of the encroachment, if necessary.

The Department defines an encroachment as any building, fence, sign, billboard, or other structure or object (excluding certain items over sidewalks and most public and private utilities) that are placed, located, or maintained in, on, under, or over any portion of State highway right-of-way, except those structures and objects that:

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- are informational signs,
- constitute a part of the highway,
- are a part of the highway facility's access control, or
- are in the public interest and do not impair highway operations or interfere with the safe and free flow of vehicular and pedestrian traffic.

Although not applicable to freeways, the last item includes awnings, marquees, signs advertising business activity, and similar building-supported structures that overhang a sidewalk on State highway right-of-way. If a building is set back from adjacent buildings that are flush with a sidewalk on State highway right-of-way, the Department may permit pole-mounted signs advertising the set-back enterprise to overhang the State highway right-of-way as it permits building-supported encroachments. In addition, if a public or private utility located in or near a sidewalk impedes the safe and free flow of pedestrian traffic, the Department considers the utility an encroachment. These utility encroachments are subject to a revocable permit. The Department should ensure that the placement of above-ground utilities does not restrict the clear width of the sidewalk to less than that allowed per Section 58-1. Clear width is the distance from the edge of the sidewalk to the near edge of the utility facility.

The Department and Municipality jointly will establish a project right-of-way line within the limits of the platted street that will be encroachment free, except for revocable permits and the exempt structures and objects previously discussed. Representatives from both agencies will attend a field review to accomplish this task. As practical, establish the project right-of-way line to not less than 2 ft (600 mm) behind the face of the curb. After the field review, draw the project right-of-way line on the plans and designate the Municipal right-of-way area outside the project right-of-way line as a construction easement in which the Department will be permitted by Agreement to perform work. After construction, the Municipality will control all areas outside the project right-of-way.

If an existing encroachment must remain on project right-of-way, the Municipality will issue a revocable permit, approved by the Department, that provides for the future removal of the encroachment, if necessary. The district will coordinate a joint field review with the Municipality to ensure that encroachments do not violate *Illinois Highway Code* 605 ILCS 5/9-112.4. If during the field review it is determined that an encroachment impairs the safe and free flow of vehicular or pedestrian traffic, the Municipality will revoke the permit. After the field review, the appropriate district personnel will certify that all encroachments have been properly disposed (see Form BD 488, Joint Agreement/Letter of Understanding). Structures and objects over sidewalks on State highway right-of-way within the Municipality that satisfy IDOT criteria may remain in place without a revocable permit. However, if alterations to a structure or object or to the highway itself subsequently cause the encroachment to impede the safe and free flow of traffic, the Department will require adjustment or removal of the encroachment.

In the Agreement, incorporate provisions for the disposition of existing encroachments and for the prohibition of future encroachments. Use the appropriate wording in the samples illustrated in Section 5-8. Regardless of the improvement's Federal-aid funding eligibility, the district will


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incorporate the encroachment verbiage in the Agreement and obtain the necessary Municipal encroachment ordinance. See Example 4 in Section 5-8 for a sample encroachment ordinance. This will ensure uniform treatment of encroachments for all improvements. As practical, attach and directly reference the encroachment ordinance as an Agreement Exhibit prior to executing the Agreement. However, cases such as Municipal participation in preliminary engineering may preclude this suggested practice. In these cases, the district will arrange to execute the Agreement with the understanding that the Municipality will provide the Department with certified copies of the encroachment ordinance prior to bid advertisement.

### 5-4.04 Approval of Plans

Regardless of which agency prepares the plans for the improvement, submit prints of the detailed plans to the Municipality and obtain formal approval to ensure that the Municipality is fully aware of the extent of the improvement. During construction, this will better position the Department to refuse unwarranted requests for additional improvements and revisions by abutting property owners. The district will obtain one copy of a Municipal resolution or a formal letter from a Municipal official responsible for approving the plans and forward it to BDE prior to PS&E submittal.

### 5-4.05 Funding Resolution

If the Local Agency is to reimburse the Department for work described in the Agreement, a funding resolution providing payment for the work must be attached to the Agreement.

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## 5-5 DIVISION OF COST

The extension of a State highway into and through a Municipality provides a multipurpose facility that accommodates vehicular and pedestrian traffic for both the State and Municipality (i.e., the State highway becomes an integral part of the local street system). As such, under an Agreement with the Municipality, the Department performs State-initiated highway improvements within Municipal jurisdictions that proportionately benefit both parties. This section delineates the financial responsibilities of each party for State-initiated projects under State jurisdiction.

### 5-5.01 State Responsibility

The State is financially responsible for preliminary engineering, right-of-way, construction, and construction engineering for the traffic lanes on the State highway and the appurtenances related to the traffic lanes for which the State has jurisdiction. Financial responsibility for bicycle lanes is discussed in Section 5-5.02(o).

### 5-5.02 Municipality Responsibility

The Municipality is financially responsible for preliminary engineering, right-of-way, construction, and construction engineering for the items specified in the following sections.

#### 5-5.02(a) Parking

The Agreement will base the division of cost between the State and the Municipality on the following criteria:

1. New On-System Parking. New on-system parking is defined as the construction of parallel parking either to replace existing parking assumed by the State for additional traffic lanes or to provide parking where legal parking did not previously exist. If the Municipality includes new on-system parking in the improvement, proportion the cost as follows:

    a. ADT > 5000. If the highway facility has an average daily traffic (ADT) greater than 5000, use the following criteria to proportion the cost:

    - If base and surface construction of new on-system parking is equivalent to the adjacent State-maintained traffic lane and the lane width for parking meets Department criteria, proportion the cost equally (i.e., 50%/50%) between the State and Municipality.
    - The State is financially responsible for 100% of curb and gutter construction.

- If the pavement composition of new on-system parking is less than the adjacent traffic lane's or if the lane width for parking does not meet Department criteria, the Municipality is financially responsible for 100% of the cost.

ADT ≤ 5000. Construct the new on-system parking with a base and surface composition that is compatible with its anticipated usage to a width acceptable to the Department at 100% Municipal expense. The State is financially responsible for 100% of curb and gutter construction

For either ADT range above, the Municipality is 100% financially responsible for right-of-way that is acquired solely for the construction of new on-system parking where legal parking did not previously exist. The State will pay 100% for right-of-way that is acquired to replace existing parking assumed by the State for additional traffic lanes; or when additional right-of-way is required to construct the IDOT-proposed cross section.

2. Existing On-System Parking (Resurfacing, Repair and Reconstruction). If existing on-system parking is retained in an urban street resurfacing project, the State is financially responsible for resurfacing only the pavement area maintained by the Department including a full-width taper on the parking lane from the edge of the travel lane to gutter flag or face of curb where no gutter flag exists. Limit the maximum width of taper to that of the adjacent travel lane. If the Municipality elects to have existing on-system parking resurfaced to a full thickness, the Municipality is financially responsible as follows:

- 50% of milling and resurfacing costs for existing on-system parking having a width less than or equal to that of the adjacent travel lane;
- 100% of milling and resurfacing costs for that portion of existing on-system parking greater than the width of the adjacent travel lane;
- 100% of base repair costs for the entire width of existing on-system parking;
- in Municipalities with less than 3000 population, the maximum Municipal participation toward milling and resurfacing costs for existing on-system parking is a cost equivalent to three years' Motor Fuel Tax allotment. The District shall verify locations of existing on-system parking for all joint State/Municipal improvements; and
- 100% of reconstruction costs for existing on-system parking and any adjacent curb and gutter.

3. Restricted On-System Parking. If an IDOT traffic capacity study establishes the need to restrict parking during peak hours to ensure the safe and free flow of traffic and the Municipality enacts an ordinance implementing such parking restrictions, the State will pay 100% of full-thickness resurfacing costs, up to a maximum 12 ft (3.6 m) width including any needed base and curb repairs, for the restricted on-system parking.

4. Off-System Replacement Parking. If, for the benefit of State highway safety and capacity, the Department and Municipality jointly determine it necessary to replace


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existing and legal on-system parking (not accommodated under Item 1) with off-system parking, the State may financially participate as follows:

a. Alternative Off-System Replacement Facilities. The State will pay 100% of all engineering, right-of-way (except Municipal property), and construction costs to replace existing on-system parking with alternative off-system parking. The maximum ratio for replacing parking spaces is one to one. Alternative off-system replacement parking may include improving adjacent local streets to accommodate new parking, constructing new off-street parking facilities, or a combination of the two. Construction costs will include those items IDOT deems reasonable and practical for a safe and convenient parking environment (e.g., paved surface, drainage, lighting, pedestrian walkways, fencing). The Municipality will pay 100% of the construction costs associated with installing guard and toll collection facilities, metering devices, and parking spaces beyond the maximum one-to-one replacement ratio.

b. Municipal Property. If the Municipality owns the site selected for off-system replacement parking, the Municipality will provide the property at no expense to the State.

c. Clearing Municipal Property. As part of the State's financial responsibilities to construct replacement parking, the State will pay 100% of the cost to clear Municipal property if included in the IDOT construction contract for the improvement. See Example 5 in Section 5-8.

**5-5.02(b) Sidewalks**

For sidewalks, the Agreement will be based on the following to determine the division of cost between the State and Local Agency:

1. New Sidewalks. If the sidewalk criteria contained in Chapter 17 are met and the Local Agency agrees to maintain the sidewalks, proportion the cost 80/20 between the State and Local Agency for construction of new sidewalks within the project termini or for short distances outside the project termini as may be required to extend sidewalks to logical termini. Also proportion the cost 80/20 between the State and Local Agency for reimbursable utility adjustments, pedestrian barriers, retaining walls, and other collateral items that are required for sidewalk construction. The State is responsible for 100% of the costs for right-of-way. The Local Agency will pay 100% of the cost difference between decorative sidewalks and standard sidewalks.

   If the Local Agency does not agree to maintain the sidewalk, the State will not construct it, even if it is warranted. However, the State will take reasonable actions to not preclude future additions of sidewalk at such locations.

2. Existing Deteriorated Sidewalks. The Local Agency will pay 100% of the cost to remove existing deteriorated sidewalks not impacted by the State's improvement. Proportion the

cost 80/20 between the State and Local Agency for the replacement of such deteriorated sidewalk. The Local Agency will pay 100% of the cost difference between decorative sidewalks and standard sidewalks.

3. Adjustment or Removal and Replacement of Existing Sidewalks. If an existing sidewalk must be adjusted or removed and replaced due to an IDOT improvement, the State will pay 100% of the costs. If such work is caused or initiated by work requested by the Local Agency, the Local Agency is 100% financially responsible for the costs.

4. Curb Ramps. Cost sharing for curb ramps is treated the same as cost sharing of sidewalks.

All sidewalk construction can be considered for Federal-aid participation. In these cases, the Federal-aid matching amounts will apply to the State's share only.

### 5-5.02(c) Highway Lighting Within a Municipality

The Agreement will proportion the costs for highway lighting within a Municipality according to the following:

1. New Lighting. If the Municipality requests or includes street lighting in the improvement, the Municipality is 100% financially responsible for lighting installation and energy costs.

2. Modernization of Existing Lighting. The Municipality is 100% financially responsible for the modernization and betterment of any street lighting system the Municipality installed or caused to be installed in the improvement.

3. Relocation of Existing Lighting. The Department considers the relocation of existing lighting as a utility adjustment which is subject to the cost proportioning discussed in Section 5-5.02(f).

4. Combination Traffic Signal and Lighting. If the poles will be replaced in new traffic signal installations or modernization projects, proportion the cost for combination lighting as follows:

   - Proportion the cost for poles and foundations (i.e., traffic signal appurtenances) in accordance with Section 5-5.02(e).

   - The Municipality is 100% financially responsible for luminaires, luminaire wiring, conduit, and control devices.

5. Warrants for Highway Lighting. See Chapter 56 for criteria related to highway lighting.


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**5-5.02(d) Storm Sewers**

For storm sewers, the division of cost between the State and Municipality will be as follows:

1. Municipality Requests Extension or Use of IDOT Storm Sewer. If the Municipality desires to extend or use the improvement's storm sewer facilities, the Municipality is 100% financially responsible for any increase in system capacity over that required to drain the State highway improvement. An itemized division of cost between the State and Municipality should be included in the preliminary draft Agreement.

   If the Municipality's cost share is minor, use Equation 5-5.1 (i.e., percent of actual storm sewer cost) to determine the Municipality's share:

   $$MC = (ASSC)(EF)[(ECC - ESOC) / ECC] \qquad \text{Equation 5-5.1}$$

   where:

   MC = Municipality's Cost
   ECC = Estimated Combined Cost
   ESOC = Estimated State-Only Cost
   ASSC = Actual Storm Sewer Cost
   EF = 1.15 for Engineering

2. Municipal Storm or Combined Sewer System Rehabilitation or Adjustment. If the Department uses an existing Municipal storm or combined sewer system to drain the State highway, use the following guidelines to proportion any needed sewer adjustment or rehabilitation costs between the State and Municipality:

   a. State Participation. If constructed for State highway drainage only, IDOT designs the highway storm sewer system to accommodate both the watershed runoff naturally reaching the highway site and the surface runoff across the highway right-of-way. If an improvement project uses an existing Municipal storm sewer system for State highway drainage, the State has no more or less financial responsibility for the storm sewer than any other property owner. The State will allocate straight State or Federal-aid funds for only the share of storm sewer costs that benefit the State. Unless a State highway improvement creates a need to increase the existing storm sewer system's capacity or the Department determines a need to improve the drainage of the State highway system, the State's financial participation will be limited to the cost of improving the storm sewer system within the limits of the State highway right-of-way. Use Equation 5-5.2 to determine the State's share of costs for rehabilitating and/or adjusting existing Municipal storm sewers:

   $$SSOC = 100[2(HROWA)(C1)] / [(TASBSS)(C2)] \qquad \text{Equation 5-5.2}$$

   where:

   SSOC = State Share of Cost, percent (%)

HROWA = Highway Right-of-Way Area, acres (ha)
C1 = Hydraulic Runoff Factor for HROWA
TASBSS = Total Area Served by Storm Sewer, acres (ha)
C2 = Hydraulic Runoff Factor for TASBSS

*Note: The factor 2(HROWA) in Equation 5-5.2 is an administrative determination accounting for the various factors affecting surface drainage in urban areas. The runoff factors (e.g., C1 and C2 in Equation 5-5.2) normally are used in accepted hydraulic practice and reflect factors such as slopes, percent of area with different permeability rates, etc.*

b. Municipal Sewer System Adjustment. The State normally is 100% financially responsible for adjustments to Municipal sewer systems caused by State highway improvements unless it was originally installed on State right-of-way or within the limits of a highway under IDOT jurisdiction. However, if the Municipal sewer system will accommodate State highway drainage, the State may share the cost for adjusting the sewer on the basis of Equation 5-5.2. The State will not share in the cost of adjusting Municipal utilities that are not eligible for State participation. See Section 5-5.02(f) for additional information on utility adjustments.

c. Municipal Sewer System Rehabilitation. The Department may participate in the rehabilitation of structurally deficient or functionally inadequate Municipal sewer systems to the extent such action will benefit State highway drainage. Use Equation 5-5.2 to determine the State's share of rehabilitation costs. If the rehabilitation need is due to structural inadequacy, the Municipality will be responsible for performing the structural condition evaluation. The Department will review and approve the Municipality's findings before committing to State financial participation. The State will share the cost for the structural condition evaluation in the same proportion it does for construction costs. If the project includes Municipal sewer rehabilitation predicated on a need to increase drainage capacity for a State highway facility, use Equation 5-5.2 to determine the State's share of rehabilitation costs. If the need to increase Municipal sewer capacity is necessitated by a combination of State highway and other needs, the State's financial participation will be negotiated on a case-by-case basis and Equation 5-5.2 will not apply.

d. Combined Storm and Sanitary Sewer Systems. If the Municipal sewer carries both storm and sanitary flows, deduct the sanitary portion from the system's capacity before calculating the State's share of costs. In most areas, it is acceptable to assume 10% of system capacity is used for sanitary flow. However, in areas having significant sanitary flow (e.g., industrial parks, commercial business areas), evaluate the acceptability of using 10% and, if determined unacceptable, the Department will obtain mutual agreement with the Municipality on a reasonable percentage to use in calculations.


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e. Separation of Combined Sewer Systems. If the improvement involves separating a Municipal sewer into storm and sanitary systems, the State is financially responsible for its share of the storm sewer system only. The Department will review the Municipality's local storm sewer separation plan before the Municipality adopts the plan, which then becomes the basis for determining funding eligibility and the State's share of rehabilitation costs.

f. Participation Outside an Active IDOT Project. If in the State's best interest, the State may financially participate in rehabilitating an existing Municipal sewer system even though no State highway improvement project is underway. In these cases, consider the impact State highway improvements planned for the area will have on the sewer system and use the applicable guidelines in Item 2 to determine the State's financial responsibility. In determining the State's share of costs, do not consider the affects of any planned non-State facilities.

3. Additional Repair or Reconstruction of Joint-Use Storm Sewers. Joint-use storm sewers constructed under the provisions of Items 1 and 2 that require repair or reconstruction beyond that covered in Section 5-3 will be performed at the joint expense of the State and Municipality. Proportion the costs as proportioned in the Agreement for the sewers' initial construction.

4. Shoulder and Open Ditch Construction. If shoulder and open ditch construction is less costly and compatible with existing development, the Department may provide such a facility. If, instead, the Municipality desires curb and gutter and storm sewer drainage, the Department may provide such a facility; however, the State will not pay for the additional cost.

### 5-5.02(e) Traffic Signals

The installation, modernization, relocation, electrical energy, and maintenance costs for traffic signals differ according to their application. All are governed by Department rules, regulations, or policy as follows:

1. Dedicated Streets. See Part 544 of the *Illinois Administrative Code* (contact the Bureau of Operations) for information on traffic signals and dedicated streets. Eighty percent (90% on Safety Projects) of the signal cost first will be deducted under Section 544.60 of Part 544 of the *Illinois Administrative Code*. The State will pay 80% (90% on Safety Projects) plus its proration as determined from Section 544.60. This applies only to State-initiated projects.

2. School and Commercial/Industrial Areas. See TRA-5 (contact the Bureau of Operations) for guidelines on traffic signals serving school and commercial/industrial areas.

3. Combinations of the Above Applications. Traffic signals serving both a high-volume, dedicated street opposite a high-volume, private benefit facility may require a hybrid proration of costs. Consult BDE for specific guidance.

4. Emergency Vehicle Preemption Equipment Installation, Modernization, and/or Relocation. The Municipality is 100% financially responsible for emergency vehicle preemption equipment installation, modernization, and/or relocation costs. Cost limitations shown in Item 1 or in Section 5-5.02(g) are not applicable.

**5-5.02(f) Utility Adjustments**

The Agreement will be based on the following to proportion costs for utility adjustments:

1. State-Initiated Municipal Utility Adjustments. If the proposed improvement is a State-initiated project on a State highway within the Municipal street system, the State will assume the total cost of adjusting Municipal lights, signs, utilities, etc., except that the Municipality is financially responsible, other than in certain cases of Interstate or Freeway construction, for adjusting its facilities located within the Municipality if they were installed:

   - on right-of-way acquired by the Department; or
   - within the defined limits of a street, subsequent to the date the Department accepted maintenance responsibility for the street.

   If the utilities existed within the defined limits of the street prior to the Department's acceptance of maintenance responsibility for the street, the State will pay for the needed utility adjustments.

   The Municipality is financially responsible for adjusting its utility facilities if previously installed on State highway right-of-way outside the Municipal limits and subsequently incorporated within the Municipality.

   The Department will proportion the cost of adjusting any existing Municipal utility facility located outside Municipal limits the same as for any other utility facility (i.e., the State is financially responsible for the adjustment if the utility is located on private right-of-way and the Municipality will pay for the adjustment if the utility is located on State highway right-of-way).

   If financially responsible for utility adjustments, the Municipality may elect to have the Department include the adjustments in the highway improvement plans. However, this does not relieve the Municipality of its funding obligation. Include in the Agreement with the Municipality the conditions for reimbursing the Department for utility adjustment costs.

   For any improvement plans that include Municipal utility adjustments, the district will include a statement in the transmittal memorandum to the Central Office that describes the financial responsibilities of both the State and the Municipality. If the Municipality is obligated to pay for utility adjustments, also include in the memorandum the terms of reimbursement included in the Agreement.


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Any utility adjustment included in the State's contract at State expense, as provided above, will be limited to adjustments in kind as practical. If the Municipality desires a betterment or extension of the utility being adjusted, then the Municipality is financially responsible for any increase in adjustment cost.

2. Municipality-Requested Utility Adjustments. The Municipality is 100% financially responsible for the cost of any utility adjustment it requests.

3. Other Utilities. The Municipality will exercise its franchise rights to cause private utilities to be adjusted at no expense to the State. The principles set forth in Section 5-5.02(f) regarding utility adjustments for Municipalities will also apply to other legally constructed governmental facilities encountered along the improvement.

4. Permits and Assessment Fees. See Part 530 of the *Illinois Administrative Code* (contact the Bureau of Operations) for information on permits and assessment fees.

### 5-5.02(g) Participation Cap

For non-private benefit traffic signal installations and/or modernization (see Section 5-5.02(e), Item 1) and mandated utility adjustments (see Section 5-5.02(f), Item 1, adjustments in-kind not betterments) caused by a State-initiated improvement, include in the Agreement a cap or ceiling equal to 125% of the estimated cost to the Municipality for these two items. The estimator will exercise judgment to ensure that the estimate is properly adjusted to reflect expected inflation between the time the estimate is prepared and the anticipated contract award date.

### 5-5.02(h) Traffic Lanes Under Municipal Jurisdiction

The State is not necessarily responsible for the maintenance, repair, or reconstruction of all traffic lanes along a State highway. Before preparing an Agreement with a Municipality for a State highway improvement, the district will check IDOT records to determine the width of pavement over which the Department has jurisdiction. The Department is responsible for the jurisdiction of only those portions of streets that it constructed or those portions of local streets, that it has subsequently assumed. For through traffic lanes under Municipal jurisdiction, the cost proration is as follows:

- The State will assume the financial responsibility for patching, milling, and resurfacing all traffic lanes along State highways constructed in conjunction with a State-initiated project.

- Repair and/or replacement of curb and gutter or reconstruction of local traffic lanes will continue to be the Municipality's financial responsibility in accordance with existing maintenance agreements.

### 5-5.02(i) Pedestrian Overpass Structures

The following presents the proration of construction costs and the warrants, liabilities, and maintenance responsibilities for pedestrian facilities:

1. State Highways Without Full Access Control. See Part 540 of the *Illinois Administrative Code* (contact BDE).

2. State Highways with Full Access Control. For criteria on State highways with full access control, contact BDE.

### 5-5.02(j) Overpass Fencing

Part 510 of the *Illinois Administrative Code* (contact BDE) presents the proration of construction costs and the warrants and maintenance responsibilities for overpass fencing.

### 5-5.02(k) Transportation Enhancements

Chapter 18 discusses proration of costs for Transportation Enhancement Projects.

### 5-5.02(l) Engineering

The Municipality will share in the cost of engineering provided by the State in direct proportion to its construction costs. Preliminary and construction engineering will be computed as 5% and 10% respectively of the Municipal share of construction costs.

### 5-5.02(m) Right-of-Way

If the Municipality is financially responsible for all or a portion of right-of-way costs, its share will include the purchase price thereof and the cost of negotiators, appraisals, title evidence, relocation assistance and payments, property management, and such legal services as necessary to acquire the right-of-way. The acquiring agency, if participating in the cost of the right-of-way, will receive a credit for a proportionate amount of the proceeds of any sale or rental of improvements acquired within the right-of-way or as a direct result of the right-of-way acquisition.

### 5-5.02(n) Municipal Streets

Many State-initiated projects require improvements to intersecting Municipal streets to meet the geometric requirements for the design level of service. Generally, the State is financially responsible for all improvements required to achieve this goal. Any work beyond that deemed necessary by the State will be included in the State's contract only if the Municipality agrees to pay its cost.


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**5-5.02(o) Bicycle Accommodations**

The Agreement will base the division of cost between the State and the Local Agency on the following criteria:

1. On-Road Bicycle Lanes. Proportion the cost 80/20 between the State and Local Agency for the construction of new on-road bicycle lanes. Also proportion the cost 80/20 between the State and Local Agency for reimbursable utility adjustments, barriers, retaining walls, and other collateral items that are required for bike lane construction. The State is responsible for 100% of the costs for right-of-way. The State will assume the maintenance of on-road bicycle lanes.

2. Wide Outside Lanes and Widened Shoulders. The State will pay 100% of all costs for wide outside lanes or widened shoulders constructed for bicycle accommodation. The State will also assume the maintenance of these facilities.

3. Side Paths. Proportion the improvement costs associated with side paths as follows:

   a. New Paths. If the side path selection criteria contained in Chapter 17 are met and the Local Agency agrees to maintain the paths, proportion the cost 80/20 between the State and Local Agency for construction of new paths within the project termini or for short distances outside the project termini as may be required to extend paths to logical termini. Also proportion the cost 80/20 between the State and Local Agency for reimbursable utility adjustments, barriers, retaining walls, and other collateral items that are required for side path construction. The State is responsible for 100% of the costs for right-of-way for such warranted paths.

      If the side path selection criteria contained in Chapter 17 are not met and the Local Agency still requests side path installation, the Local Agency is 100% financially responsible for all costs for installation of the path above those costs for the accommodation identified in the selection criteria.

      If the Local Agency does not agree to maintain the path, the State will not construct it, even if it is warranted. However, the State will take reasonable actions to not preclude future additions of paths at such locations.

   b. Existing Deteriorated Paths. The Local Agency will pay 100% of the cost to remove existing deteriorated paths not impacted by the State's improvement. Proportion the cost 80/20 between the State and Local Agency for the replacement of such deteriorated paths.

   c. Adjustment or Removal and Replacement of Existing Paths. If an existing path must be adjusted, or removed and replaced, due to an IDOT improvement, the State will pay 100% of the costs. If such work is caused or initiated by work

requested by the Local Agency, the Local Agency is 100% financially responsible for the costs.

All side path construction can be considered for Federal-aid participation. In such cases, the Federal-aid matching amounts will apply to the State's share only.

### 5-5.02(p) Bicycle and Pedestrian Accommodations on Structures

If bicycle and/or pedestrian accommodations are warranted within the termini of a project, those accommodations should be carried over any structures within the project. See Chapter 17 for further guidance. If the project omits structure improvements, then bicycle and pedestrian improvements on those structures may also be omitted.

The State will pay 100% of all costs for bicycle and pedestrian accommodations on structures and approaches. The State will assume the maintenance of on-structure accommodations. The Local Agency will pay 100% of the cost difference of a separate bicycle and pedestrian structure if bicyclists and pedestrians could have been safely accommodated on the roadway structure, or request grade separation when at-grade crossings are considered safe.

In determining cost shares, an approach is defined as the length of roadway necessary to transition the structure improvement into the existing highway system.

### 5-5.02(q) Other Work

Municipalities will bear all additional costs of improvements outside the traffic lanes including utility adjustments, curb or curb and gutter repair, drainage structure adjustments, sidewalks, traffic signal installation or modernization, and entrance reconstruction, except as otherwise noted in Section 5-5.02.

## 5-5.03 Basis of Payment

### 5-5.03(a) Municipality Reimbursement

For Agreements where the Municipality is reimbursing the State, the Agreement or Funding Resolution must clearly delineate when and how the Municipality will reimburse the State. The Central Office Bureau of Construction will bill the Municipality directly after the award of the contract in accordance with the terms specified in the Agreement. Several alternative repayment methods are available as follows:

1. Payment Upon Project Completion. Payment is made upon completion of the project provided the Municipality's share does not exceed $10,000.

2. Payment Upon Contract Award. An 80% payment is made upon contract award with any balance paid upon completion.


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3. Equal Monthly Payments. Equal monthly payments are made based upon Equation 5-5.3 as follows:

$$\text{Monthly Payment} = \frac{0.80\ (\text{Estimated Municipal Share})}{\text{Contract Duration in Months}} \qquad \text{Equation 5-5.3}$$

The Municipality will send its final payment upon project completion.

4. Progress Payments. Progress payments are made based upon Equation 5-5.4 as follows:

$$\text{Progress Payment} = \frac{\text{Total Municipal Share}}{\text{Total Construction Cost}}\ (\text{Actual Progress Payment}) \qquad \text{Equation 5-5.4}$$

5. Dual Payment. A dual payment is based upon a 50% payment upon award with the remaining 50% paid upon completion. This payment alternative is limited to projects with a duration of 60 working days or less.

Example 6 in Section 5-8 illustrates a sample resolution.

### 5-5.03(b) State Reimbursement

It should be stated in the Agreement specifically when and how the State will reimburse the Municipality. Once the Agreement is fully consummated, the district will process the necessary Contract Obligation Documents (COD) for use in its processing of invoices. Any one of the five alternatives presented in Section 5-5.03(a) for Municipality reimbursement can be applied similarly to State reimbursement. For an Agreement involving State reimbursement to be eligible for execution, the State's funding must be included in the current annual program or be approved as an exception by BDE and Statewide Program Planning. The Agreement must include specific language giving the State the right to approve the plans and specifications prior to advertisement for bids and to concur in the award of the contract.

## 5-5.04 Right-of-Way Acquisition

Under Section 605 ILCS 5/4-501 of the *Illinois Compiled Statutes*, the only governmental unit authorized to take title in its own name for a State highway improvement is the Department or any County, regardless of how the cost of the right-of-way is treated.

Accordingly, Agreements covering joint improvements with governmental units other than Counties shall provide that all right-of-way required for the improvement be acquired in the name of the State.

Although under the Statute a County can take title in its own name for land required for a State highway improvement, the Department will take this title in the name of the State for adequate control of the highway and more effective title approval.

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## 5-6 OTHER AGREEMENTS

### 5-6.01 Jurisdictional Transfers

Improvement of an unmarked, State-maintained highway may involve a transfer of jurisdictional responsibility from the State to a local highway authority (i.e., a Jurisdictional Transfer). A marked route may also be transferred provided the marking is removed first. An Agreement using the Developed Format and executed by the Director of Highways is necessary for a Jurisdictional Transfer. See the Bureau of Local Roads and Streets publication *Jurisdictional Transfer Guidelines* for specific guidance. Example 7 in Section 5-8 illustrates a sample Jurisdictional Transfer Agreement.

### 5-6.02 Supplemental or Addendum Agreements

Use Supplemental Agreements to add provisions to the original Agreement. Use an Addendum Agreement to change rather than add to the original Agreement's provisions.

### 5-6.03 County and Township Agreements

County/Township Agreements are most commonly required for improvements on unmarked routes involving a Jurisdictional Transfer or intersection improvement where one party is participating (as defined in Section 5-1.01) toward the second party's project.

The procedures for Agreements with Municipalities generally apply to County/Township Agreements, except as follows:

1. Agreement Format. Section 5-8 illustrates the Developed Format for County/Township Agreements.

2. Maintenance Obligations. Use the following guidelines for maintenance obligations in County/Township Agreements:

   - The procedures presented in Sections 5-3.01, 5-3.02, 5-3.03, 5-3.08, and 5-3.09 are not applicable to County/Township Agreements.

   - For storm sewers and appurtenances, the State will maintain all storm sewers it constructs outside a Municipality except joint-use systems constructed at local request. Proportion the joint-use sewer's maintenance and/or reconstruction costs the same as the sewer's initial construction cost was proportioned.

   - For traffic signals and lighting, the State will maintain and pay the electrical energy for all traffic signals and lighting it deems necessary and constructs outside the corporate limits of a Municipality.

3. Restrictions/Encroachments. The information presented in Sections 5-4.01, 5-4.02, and 5-4.03 are not applicable to County/Township Agreements.

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4. Division of Cost. The information in Sections 5-5.02(a), 5-5.02(c), and 5-5.02(h) are not applicable to County/Township Agreements.

### 5-6.04 Private Benefit Agreements

Private Benefit Agreements generally are required where large traffic generators (e.g., shopping centers, factories) require special features (e.g., turn lanes, channelization, traffic signals) along a State highway to safely accommodate the increased traffic volume generated by the facility. Dedicated public roads which essentially provide access to developments (e.g., shopping centers, industrial, institutional, office sites) should be considered as private benefit roads in lieu of public roads. See Subchapter f, Part 550 of the *Illinois Administrative Code* and the Bureau of Operations publication TRA-5 for participation requirements.

The requisite Agreement should follow the procedures contained in Sections 5-1.01, 5-1.02, 5-1.03, 5-2.01, 5-2.02, 5-2.03, 5-4.04, 5-5.02(e) (Items 2 and 3), 5-5.02(j), and 5-5.02(k) and incorporate the following special considerations:

1. Letter of Credit. Except under extraordinary conditions approved by the Bureau Chief of BDE, all Private Benefit Agreements will include an irrevocable Letter of Credit. The Letter of Credit protects the State's interest by guaranteeing payment should the Private Benefit Organization (PBO) default.

2. Utility Adjustments. The PBO is financially responsible for all utility adjustments caused by highway improvements constructed for the PBO.

3. Right-of-Way. Any right-of-way required solely for PBO highway improvements will be provided at no expense to and as acceptable to the State. If the State must acquire the right-of-way, then the PBO will reimburse the State for its cost.


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## 5-7 OTHER DOCUMENTS

### 5-7.01 Letters of Understanding

Improvements that do not involve local participation may at times be covered by Letters of Understanding. A Letter of Understanding may be used to delineate maintenance responsibilities (e.g., parking lanes, curbs and gutter flags, sidewalks, manholes, catch basins, storm sewers, traffic signals, utilities, appurtenances). Many of the provisions of an Agreement should be included in a Letter of Understanding (e.g., ordinances for sewer, parking, and encroachments; provisions for curb ramps and plan approval).

The district will prepare the Letter of Understanding. Include in the Letter of Understanding a brief description of the proposed project and describe the responsibilities of both parties. Also, include a description of any needed ordinances from the Local Agency. For convenience, the district will provide the Local Agency with sample ordinance forms.

The Letter of Understanding will be prepared by district in duplicate counterparts, signed by the Regional engineer, and transmitted to the Local Agency with the request that one of the counterparts with the Regional Engineer's signature and the local official's signature be returned to the district. As an option, where there is Local Agency reluctance to sign the document as presented, it may be advisable to request the Local Agency to sign the document first, thus avoiding the possibility of the Local Agency altering the fully executed Letter of Understanding in an unacceptable manner. The district shall file the counterpart with original signatures in the district and forward a copy to BDE. In addition, the report to BDE on projects available for letting should include a statement regarding the status of the Letters of Understanding. The district will secure copies of the required ordinances and plan approval from the Local Agency prior to advertising for letting and will notify BDE when all ordinances have been received for the improvement. The project support engineer or staff will file the ordinances in the district office.

### 5-7.02 Informational Letters

Informational Letters may be used on any project not requiring a formal Agreement where no changes in maintenance or other responsibilities from previously executed Agreements or Letters of Understanding will occur. The district will send the Informational Letter to the local official via certified or registered mail to verify receipt. For content, the document should advise the Local Agency of the improvement scope and anticipated letting and completion dates, and indicate that the covenants contained in previous Agreements or Letters of Understanding relating to jurisdiction, maintenance, electrical energy, enactment of ordinances, etc., will remain unchanged.

It will not be necessary to forward a copy of the document to BDE; however, the district should modify the Certification Acceptance sheet to designate that an Informational Letter rather than a Letter of Understanding will be used.

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## 5-8 EXAMPLES

The following Examples present samples and guidelines for use when processing Local Agency Agreements:

Example 1 – Developed Agreement for Local Agencies

Example 2 – Parking Ordinance

Example 3 – Storm Sewer Ordinance

Example 4 – Encroachment Ordinance

Example 5 – Off-Street Replacement Parking Guidelines

Example 6 – Funding Resolution

Example 7 – MFT Funding Resolution for Improvement by County (BLR 09110)

Example 8 – MFT Funding Resolution for Improvement by Municipality (BLR 09111)

Example 9 – Agreement for Jurisdictional Transfers

Templates for the above Agreements also can be found in the BDE section of the IDOT internet.

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**EXAMPLE 1 — Developed Agreement for Local Agencies**

_____ Route _____

Section _____

(VILLAGE, CITY, COUNTY, TOWNSHIP) Section _____

County _____

Job No. _____

Agreement No. _____

Contract No. _____

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 20____, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the _____ of _____, of the State of Illinois, hereinafter called the (VILLAGE, CITY, COUNTY, or TOWNSHIP).

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately ____ foot (____lineal meters) of _____ Street, (FA/SBI Route _____ US/Illinois/CH Route _____, State Section _____, (VILLAGE, CITY,COUNTY, TOWNSHIP) Section_____ by (widening, milling, resurfacing. reconstructing) US/Illinois/CH Route _____ from _____ Street to _____Street, providing _____ foot (_____meter) through traffic lanes in each direction, a _____ foot (____meter) median with _____ foot (____meter) and variable width left turn lanes at _____ and _____ Streets, (milling, resurfacing, constructing) _____ foot (____ meter) wide parking lanes on _____ side(s) of _____ Street between _____ Street and _____ Street, (modernizing, installing) traffic signals at the _____ Route _____ intersections with _____ and _____ Streets, installing a highway lighting system between _____ and _____ Streets, constructing new 5 foot (1.52 meter) PCC sidewalks from _____ Street to _____ Street, constructing curb and gutter and a storm sewer system for highway drainage and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and


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WHEREAS, the (VILLAGE, CITY, COUNTY, TOWNSHIP) is desirous of said improvement in that same will be of immediate benefit to the (VILLAGE, CITY, COUNTY, TOWNSHIP) residents and permanent in nature;

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

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.

2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments, subject to reimbursement by the (VILLAGE, CITY, COUNTY, TOWNSHIP) as hereinafter stipulated. The 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 is as follows:

| **Type of Work** | **State** | | **Village, City, County, Township** | | **Total** |
|---|---|---|---|---|---|
| | **Cost** | **%** | **Cost** | **%** | |
| All construction costs excluding the following: | $ | 100 | NA | NA | $ |
| Mill and resurface parking lanes | $ | 50 | $ | 50 | $ |
| Patch parking lanes | NA | NA | $ | 100 | $ |
| Traffic signals at _____ Street | $ | 90 | $ | 10 | $ |
| Sidewalks | $ | 80 | $ | 20 | $ |
| New highway lighting | NA | NA | $ | 100 | $ |
| Relocate water main at _____ Street | NA | NA | $ | 100 | $ |
| **Sub Total** | $ | | $ | | $ |
| P&C Engineering 15% | $ | | $ | | $ |
| Right-of-way | $ | 100 | NA | NA | S |
| **Total** | $ | | $ | | $ |

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals and watermain relocation shown above shall not exceed $_____ which represents 125% of their estimated construction and engineering cost.

***(If the local agency is to acquire right of way, at its own cost and expense or at the cost and expense of the state, in whole or in part, use the following paragraphs and make appropriate changes in paragraphs 1, 2, and 3).***

4. The (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to obtain and pay for the cost of acquiring the necessary right of way in accordance with the following requirements:

A. Right of way shall be acquired in the name of the STATE on standard State forms which will be provided for that purpose in accordance with Land Acquisition Policies and Procedures of the STATE.

B. No award of a contract shall be made to cover construction of the project or any part thereof without first having been made a title approval by the Attorney General of Illinois on each individual parcel of right of way, the consideration for which exceeds $10,000, including within such construction. A title approval shall be made by the STATE on each parcel of right of way acquired for the project where the consideration is $10,000 or less. In the event acquisition of the right of way is by condemnation, then such action must be brought in the name of the State by the Attorney General and an Assistant Attorney General appointed by him.

C. Cost of the right of way shall include the purchase price thereof as well as the cost of negotiators, appraisals, title evidence, relocation assistance and payments, property management and such legal service as may be necessary to acquire said right of way. The acquiring agency, if participating in the cost of the right of way shall receive a credit for a proportionate amount of the proceeds of any sale or rental of improvements acquired within the right of way or as a direct result of the right of way acquisition.


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D. All parties engaged in the acquisition of the right of way shall be approved in advance by the STATE.

***E. Appraisals (use Item (1) or (2) as appropriate):***

(1) Appraisals shall be reviewed and a negotiating figure approved by the STATE in advance of negotiations for the purchase of said right of way.

(2) The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall provide a sufficient number of qualified reviewing appraisers approved by the STATE. The STATE shall approve the appraisal process in advance of negotiations for the purchase of said right of way.

F. Any phase of the STATE's Relocation Assistance Procedures to be performed by any qualified agency other than the STATE shall be covered by separate contractual agreement or agreements with the agency and are subject to prior approval of the Division Administrator of the Federal Highway Administration.

G. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure compliance with the STATE's Land Acquisition Policies and Procedures.

***(If the local agency is to acquire right of way off the State highway system and there are Federal funds being used for any portion of the project, not just land acquisition, use the following paragraph. Please note, on those occasions when more than one land acquisition condition exists, all appropriate provisions that apply must be included.)***

4a. The _____agrees to acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right of way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the State's advertising for bids, the local agency shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been compiled with.

A. The STATE will advertise for bids for the construction of the proposed improvement after the local agency's certification as to compliance with Titles II and III requirements have been accepted by the STATE and subject to approval by the Division Administrator of the Federal Highway Administration.

B. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Titles II and III requirements of the aforesaid Act.

5. The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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____" and made a part hereof.

***(For Local's use of non-MFT funds for reimbursement, include one of the following.)***

The (VILLAGE, CITY, COUNTY, TOWNSHIP) further agrees

a. ***(Payment upon Completion)*** that upon completion of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum for any funds allotted to the _____ an amount equal to 100% of its obligation incurred under this AGREEMENT.

b. ***(80% Payment upon Award)*** that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the _____, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

c. ***(Monthly Payments)*** that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____, the amount of $_____ each month for a period of approximately _____ months or until 80% of the estimated obligation under the provisions of the AGREEMENT has been paid, and will pay to the said DEPARTMENT the remainder of its obligation (including


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any non-participating costs on FA projects) in a lump sum upon completion of the project based upon final costs.

d. ***(Progress Payments)*** that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____ an amount equal to the _____ share, $_____, divided by the estimated construction costs, $_____, multiplied by the actual progress payment (appropriately adjusted for non-participating costs on FA projects) made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid.

e. ***(Dual Payment)*** that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA projects) in a lump sum, upon completion of the project based upon final costs.

***(Include in all Local reimbursement Agreements where non-MFT funds are used and traffic signals are not a sole reimbursable items):***

The (VILLAGE, CITY, COUNTY, TOWNSHIP) further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in “Exhibit____” proves to be insufficient, to cover said cost.

6. The (VILLAGE, CITY) has adopted and will put into effect an appropriate ordinance, prior to the STATE’s advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be (parallel to the curbs) (prohibited) within the limits of this improvement, a copy of which is attached hereto as “Exhibit_____ ”, and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

7. The (VILLAGE, CITY) has adopted and will put into effect an appropriate ordinance, prior to the 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_____ ".

8. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the (VILLAGE, CITY) and the STATE.

The (VILLAGE, CITY) has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit_____".

***(If the Local Agency is to perform any part of the work and/or engineering involved in the improvement, and the STATE is paying for or allowing credit for the work and/or engineering both of the following paragraphs (10 and 11) should be included):***

9. The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall maintain, for a minimum of (3,5) years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other State auditors and the (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to cooperate fully with an audit conducted by the Auditor General and other State Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

10. The (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the U.S. Department of Transportation. (Non-Federal-aid projects use Illinois Department of Transportation in lieu of U.S.)


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11. The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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 _____ Route _____ without the consent of the STATE.

12. The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

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

***(If the State contract includes the relocation or adjustment of a municipally owned utility, include the following paragraph):***

14. All (VILLAGE, 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 III. Adm. Code 530).

15. The (VILLAGE/CITY) agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.

16. Upon final field inspection of the improvement and so long as (Street Name) ____is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the _____ through traffic lanes lying _____ on either side of the (median), (centerline) and the left-turn and right-turn lanes, each lane being _____ feet (_____meters) and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.

17. Upon final field inspection of the improvement, the (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including parking lanes and their adjacent curb and gutter, sidewalks,

parkways, guardrails, crosswalk and stopline markings, (VILLAGE, CITY, COUNTY, TOWNSHIP) owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by:

***NOTE: INSERT A OR B AS APPROPRIATE.***

***(A) Applicable when storm sewer system constructed for State highway drainage only:***

performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforedescribed responsibilities shall be that of the STATE.

***(B) Applicable when storm sewer system constructed as a joint LA and State use facility:***

performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manholes and catch basins' frames, grates or lids. The STATE shall share cost of the maintenance, except as aforedescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.

The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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/Illinois/CH Route _____. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the (VILLAGE, CITY, COUNTY, TOWNSHIP) unless there is an agreement specifying different responsibilities.

***FOR TRAFFIC SIGNALS - USE 18a, 18b, 18c WHERE APPROPRIATE.***

***(Verbiage For Installation And/Or Modernization Projects Where No Master Agreement Exists.)***


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18a. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

| **Intersection** | **Maintenance** | **Electrical Energy** |
|---|---|---|
| _____Route _____ | | |
| @ _____ Street | | |
| STATE Share | (  )% | (  )% |
| CITY or VILLAGE Share | (  )% | (  )% |

***(Share percentages are determined from Appendix C.)***

It is mutually agreed that the actual traffic signal maintenance will be performed by the (STATE, CITY or VILLAGE), either with its own forces or through an ongoing contractual agreement. It is further mutually agreed that the traffic signals shall be maintained to the standard described in the 2000 Edition of the Illinois Manual of Uniform Traffic Control Devices, Part 4, Section 4D.02 a copy of which is attached hereto as "Exhibit_____" and made a part hereof.

***(The following paragraph is needed only when a City or Village maintains the signals.)***

It is also understood that if, in the judgment of the STATE, the (CITY or VILLAGE) has not provided adequate maintenance for those traffic signals which it has been assigned to maintain, the STATE will, upon giving 30 days written notice, arrange for the appropriate maintenance efforts and bill the (VILLAGE or CITY) for its share of the costs.

The (STATE, VILLAGE or CITY) agrees to bill the (STATE, VILLAGE, or CITY) for its proportionate share of the traffic signal maintenance costs on a three-month basis. The amount billed shall be the actual costs incurred less any third party damage claims received during the billing period for repair of traffic signals that are the responsibility of the billed party.

Any proposed expenditure in excess of $5,000 for repair of damage to any single traffic signal installation must be approved by the billed party before the expenditure is made. The STATE reserves the right to examine the records of the (VILLAGE or CITY) to determine that costs billed are fully documented.

The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The (STATE, CITY or VILLAGE) agrees to pay their proportionate share of this cost as billed by the local power company.

The STATE retains the right to control the sequence and timing of the traffic signals.

Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.

The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of twenty (20) years from the date of its execution or so long as the traffic signals covered by the terms of this Agreement or any amendment hereto remain in place either in their current or some modified configuration, whichever, is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

***(Verbiage for Modernization Project Where Master Agreement Exists.)***

18b. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the (CITY/VILLAGE) on _____ 20 _____.

***(Verbiage for Installation Project Where Master Agreement Exists.)***

18c. Upon acceptance by the STATE of the new traffic signal installation(s), the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

| **Intersection** | **Maintenance** | **Electrical Energy** |
|---|---|---|
| _____Route _____ | | |
| @ _____ Street | | |
| STATE Share | (  )% | (  )% |
| CITY or VILLAGE Share | (  )% | (  )% |


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***(Share percentages are determined from Part 544 of Title 92, Illinois Administrative Code.)***

It is mutually agreed that the actual traffic signal maintenance will be performed by the (STATE, CITY or VILLAGE), either with its own forces or through an ongoing contractual agreement.

It is further agreed that the traffic signal shall be maintained to at least the Levels of Maintenance shown in the Illinois Manual of Uniform Traffic Control Devices, Part 4, Section 4D.02, a copy of which is attached hereto as "Exhibit_____" and made a part hereof.

Upon acceptance by the STATE of the new traffic signal installation(s) included herein, the responsibility for maintenance and energy outlined above shall become a part of the Master Agreement executed by the State and the (CITY/VILLAGE) on _____ 20 _____.

***(The following paragraph should be included when an agreement involves both new signal installations, as above, and the modernization or modifications of existing signals.)***

19. Upon acceptance by the STATE of the work proposed herein on existing signals, the responsibility for maintenance and energy shall continue to be as outlined in the aforementioned Master Agreement.

20. The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The (STATE, CITY or VILLAGE) agrees to pay their proportionate share of this cost as billed by the local power company.

***(If the Local Agency Is To Provide Engineering, Materials, And/Or Let The Contract On A Federal-aid Project, Then The Following Covenant Must Be Included.)***

21. The (VILLAGE, CITY, COUNTY, TOWNSHIP), subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the (VILLAGE, CITY, COUNTY, TOWNSHIP) to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the STATE deems appropriate.

22. The (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to provide written approval of that portion of the plans and specifications relative to the (VILLAGE, CITY, COUNTY, TOWNSHIP) financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

23. Obligations of the STATE and (VILLAGE, CITY, COUNTY, TOWNSHIP) 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.

24. 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 to the benefit of the parties hereto, their successors and assigns.

***NOTE: THIS SIGNATURE FORMAT IS TO BE USED IF THE LOCAL AGENCY REIMBURSES THE STATE LESS THAN $250,000.*** _____

_____ of _____

Attest:

By: _____
Printed name

_____
Clerk

TITLE: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Regional Engineer

Date: _____


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***NOTE: THIS SIGNATURE FORMAT IS TO BE USED IF THE LOCAL AGENCY REIMBURSES THE STATE $250,000 OR MORE.***

_____ of _____

Attest:

By: _____
Printed Name

_____
Clerk

TITLE: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Director – Division of Highways

Date: _____

***NOTE: THIS SIGNATURE FORMAT IS TO BE USED IF THE STATE REIMBURSES THE LOCAL AGENCY $250,000 OR MORE.***

_____ of _____

Attest:

By: _____
Printed Name

_____
Clerk

TITLE: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Secretary

Date: _____

By: _____
Director – Finance & Administration

Date: _____

By: _____
Director – Division of Highways

Date: _____

By: _____
Chief Counsel

Date: _____

***NOTE: THIS SIGNATURE FORMAT IS TO BE USED IF THE STATE REIMBURSES THE LOCAL AGENCY LESS THAN $250,000.***

_____ of _____

Attest:

By: _____
Printed Name

_____
Clerk

TITLE: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Secretary

Date: _____

By: _____
Director – Division of Highways

Date: _____



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**EXAMPLE 2 — Parking Ordinance**

Route _____

State Section _____

"Exhibit _____"

AN ORDINANCE IN RELATION TO

MOTOR VEHICLE PARKING

BE IT ORDAINED BY THE _____ OF _____ OF THE COUNTY OF _____ ILLINOIS THAT:

Section 1: It shall be unlawful for any person, firm or corporation to park any motor vehicle within the area of _____ Street from _____ to _____.

Section 2: Any person, firm or corporation violating the provisions of this Ordinance shall be fined not less than $ _____ nor more than $ _____ for each offense.

Section 3: This ordinance shall take effect and be in full force _____ days after its passage, approval and legal publication as required by law, and the _____ Clerk is hereby directed to cause this Ordinance to be published immediately after its due passage and approval.

Passed this _____ day of _____, 20___

_____

(Title)

Attest

_____

_____ Clerk

PASSED: _____

SIGNED: _____

PUBLISHED: _____

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**EXAMPLE 3 — Storm Sewer Ordinance**

"Exhibit _____"

AN ORDINANCE PROHIBITING THE DISCHARGE
OF SANITARY SEWAGE AND INDUSTRIAL WASTE WATER
INTO THE STORM SEWERS OR DRAINAGE FACILITY CONSTRUCTED IN CONJUNCTION
WITH THE IMPROVEMENT OF _____ ROUTE _____
IN THE _____ OF_____, _____ COUNTY, ILLINOIS

WHEREAS, the State of Illinois, through its Department of Transportation and the_____ of _____a municipal corporation, have entered into an AGREEMENT for the improvement of _____ known as State Section _____ and

WHEREAS, this improvement includes the construction of storm sewers and/or appurtenances for highway drainage;

NOW, THEREFORE, BE IT ORDAINED BY THE _____ OF _____, ILLINOIS:

Section 1: It shall be unlawful for any person, firm or corporation to connect or cause to be connected any drain carrying or to carry any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances into any storm sewers constructed as part of this improvement.

Section 2: Any person, firm or corporation violating this ordinance shall be fined not less than $_____ nor more than $_____ for each offense and separate offense shall deem to be committed each and every day during which a violation continues or exists.

Section 3: This Ordinance shall be in effect from and after its passage, approval, and publication as provided by law.

BE IT FURTHER ORDAINED, that the _____ of _____ does hereby authorize and empower the _____ to execute this Ordinance on behalf of the _____ of _____, and

BE IT FURTHER ORDAINED, that the _____ Clerk is hereby directed to transmit three (3) certified copies of this Ordinance to the Illinois Department of Transportation through the Regional Engineer's office in _____, Illinois.

ATTEST

_____

PASSED: _____
SIGNED: _____
PUBLISHED: _____

STATE OF ILLINOIS )

)
COUNTY OF_____)

I, _____, _____ Clerk in and for the _____ of _____, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the _____ at a meeting on _____, 20__.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____ AD, 20_____.

_____
_____ Clerk


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**EXAMPLE 4 — Encroachment Ordinance**

"Exhibit _____"

AN ORDINANCE REGULATING ENCROACHMENT
ON PUBLIC RIGHT OF WAY IN THE _____ OF _____
_____ COUNTY, ILLINOIS

WHEREAS, the _____of _____ hereinafter known as _____, and the State of Illinois, acting by and through its Department of Transportation, have entered into an agreement relative to the improvement of _____ Street (_____Route _____, State Section _____, _____ Section_____) From _____ to _____; and

WHEREAS, in order to facilitate said improvement, it is necessary for the _____ to adopt an ordinance regulating encroachments on the right of way for said improvement in accordance with the following definitions:

1. Roadway Right of way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by temporary easement during the time the easement is in effect:

2. Project Right of way is defined as those areas within the project right-of-way lines established jointly by the _____ and the STATE which will be free of encroachments except as hereinafter defined;

3. Encroachment is defined as any building, fence, sign (excluding certain signs located over sidewalks) or any other public structure or object of any kind (with the exception of utilities and public road signs) which is placed, located, maintained, in, on, under or over any portion of the project right of way or the roadway right of way where no project right of way line has been established;

4. Permissible encroachment is defined as any existing awning, marquee or sign advertising activity on the property or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is sidewalk extending to the building line and which does not impair the free and safe flow of pedestrian traffic or

traffic on the highway. The permissive retention of overhanging signs is not to be construed as being applicable to those signs supported from poles constructed outside the project right of way line and not confined by adjacent buildings.

5. Construction easement Area is defined as the area lying between the project right of way limits and the platted street limits within which the _____, by concurrence with the establishment of the project right of way lines, will permit the STATE to enter to perform all necessary construction activities; and

WHEREAS, representatives of the _____ And the STATE have, by visual inspection, cooperatively established project right of way lines and have mutually determined the disposition of encroachments;

NOW, THEREFORE, BE IT ORDAINED, by the _____ of _____, County, Illinois:

Section 1: It shall be unlawful for any person, firm or corporation to erect, cause to be erected, to retain or cause to be retained any ENCROACHMENT (herein above defined), except as provided in Section 3, within the project right-of-way or roadway right of way where no project right-of-way lines have been established.

Section 2: Project right-of-way lines have been established at the following locations
Along the _____ side of _____ Street _____ feet (_____meter) _____the centerline of the proposed improvement from _____ to _____.

***(No project right-of-way lines have been established.)***

Section 3: Revocable permits have been issued by the _____ for the temporary retention of the following PERMISSIBLE ENCROACHMENT (hereinabove defined):


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***(No temporary permits have been issued.)***

Section 4: This ordinance is intended to and shall be in addition to all other ordinances, rules and regulations concerning encroachments and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict therewith.

Section 5: Any person, firm or corporation violating the provisions of this Ordinance shall be fined not less than $ _____ nor more than $ _____ for each offense, a separate offense shall be deemed committed for each and every day during which the violation continues or exists.

Section 6: This ordinance shall be published _____ time(s) within _____ days after its passage in the newspaper having a general circulation in the _____ of _____, Illinois, and shall be in full force and effect after its passage, publication and approval as provided by law.

Passed and approved this _____day of _____, 20___.

_____

(Title)

ATTEST

_____

_____Clerk

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**EXAMPLE 5 — Off-Street Replacement Parking Guidelines**

# Illinois Department of Transportation

## Memorandum

To: All District Engineers

From: Ralph C. Wehner

Subject: Replacement Parking Guidelines

Date: September 10, 1991

The following set of guidelines were developed to allow the Department to participate in the construction of replacement urban parking facilities as part of an improvement which requires removal of on-street parking.

I. PURPOSE

To enable the District Engineer, at his discretion, to cooperate with a municipality to replace existing legal on-State system parking in useable segments with off-site parking spaces for the benefit of State highway capacity and safety.

II. ASSUMPTIONS

These guidelines assume that existing on-street parking cannot be accommodated by widening the existing parking lanes or by constructing new replacement parking adjacent to through traffic lanes. These conditions are covered in Section 1-400 of the Design Manual and require municipal financial participation. This incentive/disincentive should work to discourage on-street parking thus reducing the hazard and capacity problems associated with on street parking.

III. IMPLEMENTATION

Early involvement coordination with the affected municipality shall be accomplished in order to determine any significant social, economic, and environmental effects from both parking removal and replacement. Discussion of existing parking patterns should be made to determine replacement requirements based on actual needs rather than the existing number of available spaces. This information should be included in the appropriate location and environmental studies and reports together with estimated costs for parking replacement. Replacement off-street parking may be let as part of the roadway improvement or as a separate municipal contract.

All District Engineers
Page 2
September 10, 1991

IV. PARTICIPATION

The State will provide 100% of all engineering, right of way (except where replacement parking is constructed on municipally-owned property), and construction costs required to construct alternate (off-State system) parking on a maximum ratio of 1 to 1. Alternate parking can consist of improving adjacent local streets to provide parallel parking, the construction of off-street parking facilities, or combinations thereof. Construction costs shall include those items the State deems reasonable to provide parking facilities having a safe and convenient environment as is practical, including a paved surface, drainage, lighting, pedestrian walkways, and fencing. The construction and installation of guard and toll collection facilities, metering devices, and parking capacity beyond the maximum replacement ratio shall be totally the local agency's responsibility.

V. MAINTENANCE

The municipality shall enter into an Agreement with the State accepting complete jurisdiction of the parking facility(ies) including but not limited to its maintenance, operation, repair, reconstruction, and provision of electrical energy for lighting systems and striping. The municipality shall hold the State harmless from any suits arising from construction, operation, and maintenance of these parking facilities.

VI. RIGHT OF WAY

The municipality shall acquire or have acquired all rights of way and easements in its own name and shall provide the State with certification that it holds good and sufficient title to such property(ies).

Prior to the municipality acquiring the right of way:

A. The State shall, at its own expense, conduct a survey for potential hazardous wastes and shall notify the municipality of its acceptance or rejection of said site.

B. The municipality shall follow the procedures contained in the State's Land Acquisition Manual and provide the State with an estimate of right-of-way costs, including its purchase price plus fees associated with negotiators, appraisals, title evidence, and legal services for each potential parcel. The State shall be given an opportunity to accept or reject the parcel(s).


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All District Engineers
Page 3
September 10, 1991

C. If the municipality owns the site selected for replacement parking, it shall provide same at no expense to the State. Clearing of municipally-owned property included in the State's construction contract shall be considered as part of the replacement parking construction cost and thus shall be at the expense of the State.

VII. ENFORCEMENT

The municipality shall agree to enact and enforce ordinances prohibiting parking at all locations where on-street parking is removed.

The municipality shall, unless approved by the State in writing, retain in public trust for a period of 20 years, all parking facilities constructed at State expense. The State shall not unreasonably withhold such approval, but will require prorata compensation for its initial expense in constructing the parking facilities as a condition of its approval.

Ralph C. Wehner

RDM/jmb/2109M

cc: Allan Abbott
M. J. Macchio

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**EXAMPLE 6 — Funding Resolution**

"Exhibit _____"

FUNDING RESOLUTION

WHEREAS, the _____ of _____ has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of _____, known as State Section; _____ and

WHEREAS in compliance with the aforementioned AGREEMENT, it is necessary for the _____ to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of _____ dollars ($_____) or so much thereof as may be necessary, from any money now or hereinafter allotted to the _____ to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon completion of the contract for this improvement, the _____ will pay the DEPARTMENT OF TRANSPORTATION, in lump sum from any funds allotted to the _____ an amount equal to 100% of its obligation incurred under this AGREEMENT.

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the_____, an amount equal to 95% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the_____, the amount of $_____ each month for a period of approximately _____ months or until 80% of its estimated obligation under the provisions of this AGREEMENT has been paid, and

will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED, that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____, an amount equal to the _____share $_____ divided by the estimated construction costs, $_____, multiplied by the actual progress payment made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid.

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the_____, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED, that the _____ agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS )
COUNTY OF _____)

I,_____, _____ Clerk in and for the _____ of _____, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the _____ at a meeting on _____, 20_____.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____ AD, 20_____.

_____

**(SEAL)** _____ **Clerk**


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**EXAMPLE 7 — MFT Funding Resolution for Improvement by County (BLR 09110)**

This is an attachment to the Agreement that may be accessed through the Bureau of Local Roads Forms page on the IDOT internet.

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**EXAMPLE 8 — MFT Funding Resolution For Improvement by Municipality (BLR 09111).**

This is an attachment to the Agreement that may be accessed through the Bureau of Local Roads Forms page on the IDOT internet.

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**EXAMPLE 9 — Agreement for Jurisdictional Transfer**

_____Route _____
Section _____
(VILLAGE, CITY, COUNTY, TOWNSHIP) Section _____
County _____
Job No. _____
Agreement No. _____
Contract No. _____

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 20____, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the _____ of _____, of the State of Illinois, hereinafter called the (VILLAGE, CITY, COUNTY, or TOWNSHIP).

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately ____ foot (____lineal meters) of _____ Street, (FA/SBI Route _____ US/Illinois/CH Route _____, State Section _____, (VILLAGE, CITY,COUNTY, TOWNSHIP) Section_____ by (widening, milling, resurfacing. reconstructing) US/Illinois/CH Route _____ from _____ Street to _____Street, providing _____ foot (_____meter) through traffic lanes in each direction, a _____ foot (____meter) median with _____ foot (____meter) and variable width left turn lanes at _____ and _____ Streets, (milling, resurfacing, constructing) _____ foot (____ meter) wide parking lanes on _____ side(s) of _____ Street between _____ Street and _____ Street, (modernizing, installing) traffic signals at the _____ Route _____ intersections with _____ and _____ Streets, installing a highway lighting system between _____ and _____ Streets, constructing new 5 foot (1.52 meter) PCC sidewalks from _____ Street to _____ Street, constructing curb and gutter and a storm sewer system for highway drainage and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the (VILLAGE, CITY, COUNTY, TOWNSHIP) is desirous of said improvement in that same will be of immediate benefit to the (VILLAGE, CITY, COUNTY, TOWNSHIP) residents and permanent in nature;

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

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.

2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments, subject to reimbursement by the (VILLAGE, CITY, COUNTY, TOWNSHIP) as hereinafter stipulated. The 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 is as follows:

| **Type of Work** | **State** | | **Village, City, County, Township** | | **Total** |
|---|---|---|---|---|---|
| | **Cost** | **%** | **Cost** | **%** | |
| All construction costs excluding the following: | $ | 100 | NA | NA | $ |
| Mill and resurface parking lanes | $ | 50 | $ | 50 | $ |
| Patch parking lanes | NA | NA | $ | 100 | $ |
| Traffic signals at _____ Street | $ | 90 | $ | 10 | $ |
| Sidewalks | $ | 80 | $ | 20 | $ |
| New highway lighting | NA | NA | $ | 100 | $ |
| Relocate water main at _____ Street | NA | NA | $ | 100 | $ |
| **Sub Total** | $ | | $ | | $ |
| P&C Engineering 15% | $ | | $ | | $ |
| Right-of-way | $ | 100 | NA | NA | $ |
| **Total** | $ | | $ | | $ |


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Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals and watermain relocation shown above shall not exceed $_____ which represents 125% of their estimated construction and engineering cost.

***(If the agreement addresses a jurisdictional transfer, insert the following paragraph.)***

4. The (VILLAGE, CITY, COUNTY, TOWNSHIP) and the State have agreed to the jurisdictional transfer of the portion of highway described in the Local Agency – State Agreement for Jurisdictional Transfer (BLR 05210), attached hereto as "Exhibit_____" and made a part hereof.

***(If the local agency is to acquire right of way, at its own cost and expense or at the cost and expense of the state, in whole or in part, use the following paragraphs and make appropriate changes in paragraphs 1, 2, and 3.)***

5. The (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to obtain and pay for the cost of acquiring the necessary right of way in accordance with the following requirements:

A. Right of way shall be acquired in the name of the STATE on standard State forms which will be provided for that purpose in accordance with Land Acquisition Policies and Procedures of the STATE.

B. No award of a contract shall be made to cover construction of the project or any part thereof without first having been made a title approval by the Attorney General of Illinois on each individual parcel of right of way, the consideration for which exceeds $10,000, including within such construction. A title approval shall be made by the STATE on each parcel of right of way acquired for the project where the consideration is $10,000 or less. In the event acquisition of the right of way is by condemnation, then such action must be brought in the name of the State by the Attorney General and an Assistant Attorney General appointed by him.

C. Cost of the right of way shall include the purchase price thereof as well as the cost of negotiators, appraisals, title evidence, relocation assistance and payments, property management and such legal service as may be necessary to acquire said right of way. The acquiring agency, if participating in the cost of the right of way shall receive a credit for a

proportionate amount of the proceeds of any sale or rental of improvements acquired within the right of way or as a direct result of the right of way acquisition.

D. All parties engaged in the acquisition of the right of way shall be approved in advance by the STATE.

***E. Appraisals (use Item (1) or (2) as appropriate):***

(1) Appraisals shall be reviewed and a negotiating figure approved by the STATE in advance of negotiations for the purchase of said right of way.

(2) The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall provide a sufficient number of qualified reviewing appraisers approved by the STATE. The STATE shall approve the appraisal process in advance of negotiations for the purchase of said right of way.

F. Any phase of the STATE's Relocation Assistance Procedures to be performed by any qualified agency other than the STATE shall be covered by separate contractual agreement or agreements with the agency and are subject to prior approval of the Division Administrator of the Federal Highway Administration.

G. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure compliance with the STATE's Land Acquisition Policies and Procedures.

***(If the local agency is to acquire right of way off the State highway system and there are Federal funds being used for any portion of the project, not just land acquisition, use the following paragraph. Please note, on those occasions when more than one land acquisition condition exists, all appropriate provisions that apply must be included.)***

5a. The _____agrees to acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right of way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the State's advertising for bids,


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the local agency shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been compiled with.

A. The STATE will advertise for bids for the construction of the proposed improvement after the local agency's certification as to compliance with Titles II and III requirements have been accepted by the STATE and subject to approval by the Division Administrator of the Federal Highway Administration.

B. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Titles II and III requirements of the aforesaid Act.

6. The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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____" and made a part hereof.

***(For Local's use of non-MFT funds for reimbursement, include one of the following.)***

The (VILLAGE, CITY, COUNTY, TOWNSHIP) further agrees

a. ***(Payment upon Completion)*** that upon completion of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum for any funds allotted to the _____ an amount equal to 100% of its obligation incurred under this AGREEMENT.

b. ***(80% Payment upon Award)*** that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the _____, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

c. ***(Monthly Payments)*** that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____, the amount of $_____ each month for a period of approximately

_____ months or until 80% of the estimated obligation under the provisions of the AGREEMENT has been paid, and will pay to the said DEPARTMENT the remainder of its obligation (including any non-participating costs on FA projects) in a lump sum upon completion of the project based upon final costs.

d. ***(Progress Payments)*** that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____ an amount equal to the _____ share, $_____, divided by the estimated construction costs, $_____, multiplied by the actual progress payment (appropriately adjusted for non-participating costs on FA projects) made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid.

e. ***(Dual Payment)*** that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA projects) in a lump sum, upon completion of the project based upon final costs.

***(Include in all Local reimbursement Agreements where non-MFT funds are used and traffic signals are not a sole reimbursable items):***

The (VILLAGE, CITY, COUNTY, TOWNSHIP) further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in “Exhibit____” proves to be insufficient, to cover said cost.

7. The (VILLAGE, CITY) has adopted and will put into effect an appropriate ordinance, prior to the STATE’s advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be (parallel to the curbs) (prohibited) within the limits of this improvement, a copy of which is attached hereto as “Exhibit_____ ”, and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.


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8. The (VILLAGE, CITY) has adopted and will put into effect an appropriate ordinance, prior to the 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_____ ".

9. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the (VILLAGE, CITY) and the STATE.

The (VILLAGE, CITY) has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit_____".

***(If the Local Agency is to perform any part of the work and/or engineering involved in the improvement, and the STATE is paying for or allowing credit for the work and/or engineering both of the following paragraphs (10 and 11) should be included):***

10. The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall maintain, for a minimum of (3,5) years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other State auditors and the (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to cooperate fully with an audit conducted by the Auditor General and other State Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

11. The (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity

and non-discrimination regulations required by the U.S. Department of Transportation. (Non-Federal-aid projects use Illinois Department of Transportation in lieu of U.S.)

12. The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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 _____ Route _____ without the consent of the STATE.

13. The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

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

***(If the State contract includes the relocation or adjustment of a municipally owned utility, include the following paragraph):***

15. All (VILLAGE, 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 III. Adm. Code 530).

16. The (VILLAGE/CITY) agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.

17. Upon final field inspection of the improvement and so long as (Street Name) ____is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the _____ through traffic lanes lying _____ on either side of the (median), (centerline) and the left-turn and right-turn lanes, each lane being _____ feet (_____meters) and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.


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18. Upon final field inspection of the improvement, the (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, crosswalk and stopline markings, (VILLAGE, CITY, COUNTY, TOWNSHIP) owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by:

***NOTE: INSERT A OR B AS APPROPRIATE.***

***(A) Applicable when storm sewer system constructed for State highway drainage only:***

performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforedescribed responsibilities shall be that of the STATE.

***(B) Applicable when storm sewer system constructed as a joint LA and State use facility:***

performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manholes and catch basins' frames, grates or lids. The STATE shall share cost of the maintenance, except as aforedescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.

The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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/Illinois/CH Route _____. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the (VILLAGE, CITY, COUNTY, TOWNSHIP) unless there is an agreement specifying different responsibilities.

***FOR TRAFFIC SIGNALS – USE 19A, 19B, 19C WHERE APPROPRIATE.***

***(Verbiage For Installation And/Or Modernization Projects Where No Master Agreement Exists.)***

19a. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

| Intersection | Maintenance | Electrical Energy |
|---|---|---|
| | | |
| _____Route _____ | | |
| @ _____ Street | | |
| STATE Share | (  )% | (  )% |
| CITY or VILLAGE Share | (  )% | (  )% |

***(Share percentages are determined from Appendix C.)***

It is mutually agreed that the actual traffic signal maintenance will be performed by the (STATE, CITY or VILLAGE), either with its own forces or through an ongoing contractual agreement. It is further mutually agreed that the traffic signals shall be maintained to the standard described in the 2000 Edition of the Illinois Manual of Uniform Traffic Control Devices, Part 4, Section 4D.02 a copy of which is attached hereto as "Exhibit_____" and made a part hereof.

***(The following paragraph is needed only when a City or Village maintains the signals.)***

It is also understood that if, in the judgment of the STATE, the (CITY or VILLAGE) has not provided adequate maintenance for those traffic signals which it has been assigned to maintain, the STATE will, upon giving 30 days written notice, arrange for the appropriate maintenance efforts and bill the (VILLAGE or CITY) for its share of the costs.

The (STATE, VILLAGE or CITY) agrees to bill the (STATE, VILLAGE, or CITY) for its proportionate share of the traffic signal maintenance costs on a three-month basis. The amount billed shall be the actual costs incurred less any third party damage claims received during the billing period for repair of traffic signals that are the responsibility of the billed party. Any proposed expenditure in excess of $5,000 for repair of damage to any single traffic signal installation must be approved by the billed party before the expenditure is made. The STATE


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reserves the right to examine the records of the (VILLAGE or CITY) to determine that costs billed are fully documented.

The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The (STATE, CITY or VILLAGE) agrees to pay their proportionate share of this cost as billed by the local power company.

The STATE retains the right to control the sequence and timing of the traffic signals.
Payment by the STATE of any or all of its' share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.

The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of twenty (20) years from the date of its execution or so long as the traffic signals covered by the terms of this Agreement or any amendment hereto remain in place either in their current or some modified configuration, whichever, is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

***(Verbiage for Modernization Project Where Master Agreement Exists.)***

19b. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the (CITY/VILLAGE) on _____ 20 _____.

***(Verbiage for Installation Project Where Master Agreement Exists.)***

19c. Upon acceptance by the STATE of the new traffic signal installation(s), the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

| Intersection | Maintenance | Electrical Energy |
|---|---|---|
| _____Route _____ | | |
| @ _____Street | | |
| STATE Share | (  )% | (  )% |
| CITY or VILLAGE Share | (  )% | (  )% |

***(Share percentages are determined from Appendix C.)***

It is mutually agreed that the actual traffic signal maintenance will be performed by the (STATE, CITY or VILLAGE), either with its own forces or through an ongoing contractual agreement.

It is further agreed that the traffic signal shall be maintained to at least the Levels of Maintenance shown in the Illinois Manual of Uniform Traffic Control Devices, Part 4, Section 4D.02, a copy of which is attached hereto as "Exhibit_____" and made a part hereof.

Upon acceptance by the STATE of the new traffic signal installation(s) included herein, the responsibility for maintenance and energy outlined above shall become a part of the Master Agreement executed by the State and the (CITY/VILLAGE) on _____ 20 _____.

***(The following paragraph should be included when an agreement involves both new signal installations, as above, and the modernization or modifications of existing signals.)***

20. Upon acceptance by the STATE of the work proposed herein on existing signals, the responsibility for maintenance and energy shall continue to be as outlined in the aforementioned Master Agreement.

21. The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The (STATE, CITY or VILLAGE) agrees to pay their proportionate share of this cost as billed by the local power company.

***(If the Local Agency Is To Provide Engineering, Materials, And/Or Let The Contract On A Federal-aid Project, Then The Following Covenant Must Be Included.)***


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22. The (VILLAGE, CITY, COUNTY, TOWNSHIP), subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the (VILLAGE, CITY, COUNTY, TOWNSHIP) to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the STATE deems appropriate.

23. The (VILLAGE, CITY, COUNTY, TOWNSHIP) and the State have agreed to a jurisdictional transfer for a portion of Highway described in this Agreement. A copy of the jurisdictional transfer document is attached hereto as "Exhibit _____", and made a part hereof.

24. The (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to provide written approval of that portion of the plans and specifications relative to the (VILLAGE, CITY, COUNTY, TOWNSHIP) financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

25. Obligations of the STATE and (VILLAGE, CITY, COUNTY, TOWNSHIP) 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.

26. 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 to the benefit of the parties hereto, their successors and assigns.

***NOTE: THIS SIGNATURE FORMAT IS TO BE USED FOR JURISDICTIONAL TRANSFERS WITH NO REIMBURSEMENT BY EITHER PARTY.***

_____ of _____

Attest:

By: _____
(Printed Name)

_____
Clerk

TITLE: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Director – Division of Highways

Date: _____

***NOTE: THIS SIGNATURE FORMAT IS TO BE USED IF THE STATE REIMBURSES THE LOCAL AGENCY $250,000 OR MORE AND JURISDICTIONAL TRANSFER.***

_____ of _____

Attest:

By: _____
(Printed Name)

_____
Clerk

TITLE: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Secretary

Date: _____

By: _____
Director – Finance & Administration

Date: _____

By: _____
Director – Division of Highways

Date: _____

By: _____
Chief Counsel

Date: _____



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***NOTE: THIS SIGNATURE FORMAT IS TO BE USED IF THE STATE REIMBURSES THE LOCAL AGENCY LESS THAN $250,000 AND JURISDICTIONAL TRANSFER.***

_____ of _____

Attest:

By: _____
Printed Name

_____
Clerk

TITLE: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Secretary

Date: _____

By: _____
Director – Division of Highways

Date: _____

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