

6/19/95

51-R-95

A Resolution

Authorizing the City Manager to Enter
Into An Agreement with Illinois
Department of Transportation For Maintenance
of Certain Streets Used as State Highways

WHEREAS, certain streets within the City's territorial limits are extensions of State highways or parts thereof; and

WHEREAS, the State of Illinois, acting through its Department of Transportation ("IDOT") is desirous of entering into an Agreement with the City, whereby the City would operate and maintain certain such Streets, and the State would pay the City an annual allowance therefor; and

WHEREAS, the aforesaid Agreement is in the best interests of the residents of Evanston; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager of the City of Evanston be, and hereby is, authorized and directed to sign, and the City Clerk to attest, the Agreement with IDOT, attached hereto as Exhibit A, which provides for the aforesaid operation and maintenance, and annual allowance. The City Manager is hereby authorized to negotiate additional terms as he may find necessary and desirable.

SECTION 2: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

Lorraine H. Morton
Mayor

ATTEST:

Justin Davis
City Clerk

Adopted: June 26, 1995



THIS AGREEMENT, made and entered by and between the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "Department" and City of Evanston a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter referred to as the "Corporation."

WITNESSETH, that for and in consideration of the covenants hereinafter mentioned, the Corporation agrees to operate and maintain in a manner satisfactory to the Department, portions of certain streets being used as extensions or parts of State highways lying within the boundaries of the Corporation beginning July 1, 1995.

This agreement may be extended by the Department in 12-month increments until June 30, 2005 unless terminated. Such extension shall be accomplished by a letter from the Department to the Corporation.

The Corporation agrees to operate and maintain the streets covered by this agreement in the best interests of the people of the State of Illinois. The portions of streets to be maintained are described on the Computation Sheet attached hereto and made a part hereof.

The obligations of the Department under this agreement are subject to termination and cancellation in any year for which the General Assembly of the State of Illinois fails to make an adequate appropriation or reappropriation to pay such obligations.

The Department reserves the right to amend this agreement at the time of extension by the addition or deduction of lane miles of streets to be maintained. Such addendum must be approved and signed by both parties.

The Corporation agrees that it will not terminate this agreement nor refuse to enter into subsequent agreements without giving the Department written notice at least 90 days prior to such termination. If the Corporation gives the Department written notice of intent to enter into no future agreement, the current agreement will remain in force for 90 days from the receipt of such notice. The Department may, at its discretion, release the corporation from the agreement before the expiration of the 90 days required by the above stipulation.

It is further understood and agreed that the Department, at its discretion, has the right to terminate this agreement by giving written notice to the Corporation at least 90 days prior to such termination.

To operate and maintain includes but is not limited to all routine surface and pothole repairs, temporary full-depth patches, expansion bump removal, bituminous surfaces, crack and joint sealing, cleaning and litter pickup, snow and ice control and all other routine operational services. Median maintenance, when applicable, shall consist of sweeping, litter pickup, mowing and routine surface repairs.

The Corporation agrees to permit no cuts or openings in the curbs or pavements of the streets covered by this agreement without the written approval of the Department. Pavement cuts, curb openings, utility frames and municipal frames and grates or covers disturbed by settlement, construction or repair under permit are to be restored, repaired, adjusted and maintained by the utility owner or permit holder to the satisfaction of the Department at no expense to the State.

The Corporation agrees that, except in extreme emergencies, it will not undertake or authorize repairs not covered by this agreement, at the expense of the State, without securing the approval of the Department.

In consideration of the satisfactory maintenance and operation of streets covered by this agreement, the Department will pay the Corporation \$75,583.00 for the first twelve month period covered by the agreement, payable as described below. The rate of compensation will be adjusted annually at the time of renewal to reflect changes in miles maintained and costs. The cost adjustment factor used to determine the rates of compensation will be the percent change of the Construction Cost Index published in the **Engineering News Record** for the preceding calendar year.

On or about March 31, June 30, September 30 and December 31 of each year, subject to an inspection by the Department, the Department will authorize the Corporation to invoice the Department in an amount equal to approximately one-fourth of the total annual allowance stated above.

CORPORATION CERTIFICATIONS

RETENTION OF RECORDS

The Corporation shall maintain, for a minimum of 5 years after the completion of the agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the agreement; the agreement and all books, records and supporting documents related to the agreement shall be available for review and audit by the Auditor General and/or the Department; and the Corporation agrees to cooperate fully with any audit conducted by the Auditor General and/or the Department and to provide full access to all relevant materials. Failure to maintain the required books, records and supporting documents shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 COMPUTATION SHEET - MUNICIPAL MAINTENANCE
 For the Period beginning July 1, 1995, ending June 30, 1996

LINE NO.	ROUTE	SECTION	STREET NAME	INTERSECTING STREETS		TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	LOCATION	PORTIONS UNDER AGREEMENT				RATE/ LN. MI.	ADJ. FACTOR	MAINT. ALLOWANCE	
				FROM	TO						LENGTH IN FEET	LANE MILES	ADT/ LANE	SOURCE			ROUTE TOTALS	SUB-TOTALS
1	SA 055	3348	Ashbury	Oakton	Howard	46'	M-C	20'	2	Center	2396	0.91	10200	C-'78	704	3.27	2094.89	
2	SA 118	0607	Central	Sherman	Greenbay	40'	C	40'	2	Center	4511	1.71	5400	C-'69	608	3.27	3399.75	
3	SA 118	0506.1	Central	Greenbay	Lincolnwood	40'	C	40'	4	Full Roadway	4463	3.38	2725	C-'69	486	3.27	5371.56	
4	SA 121	0707.1	Church	Dodge	McDaniel	40'	C	40'	4	Full Roadway	2523	1.92	4225	C-'82	561	3.27	3522.18	
5	SA 051	3640	Crawford	Gross Point	Central	40'	C	40'	4	Full Roadway	191	0.14	4763	C-'86	588	3.27	269.19	
6	SA 051	3640	Crawford	Central	Harrison	57'	C	20'	2	Adj. to E. Curb	790	0.30	9525	C-'86	691	3.27	677.87	
7	III 58	3228	Dempster	Forest	Chicago	29'	M	17'	2	Center	1531	0.58	8750	C-'86	675	3.27	1280.21	
8	III 58	3228RS	Dempster	Chicago	Elmwood	43'	M	20'	2	Center	845	0.32	8750	C-'86	675	3.27	706.32	
9	III 58	3228RS	Dempster	Elmwood	Ridge	32'	M	20'	2	Center	1320	0.50	8750	C-'86	675	3.27	1103.63	
10	SA 123	123-1011	Dempster	Ridge	McDaniel	40'	C	18'	2	Center	5354	2.03	8750	C-'86	675	3.27	4480.72	
11	FAU 2744	4041N-86	Greenbay Road	Noyes Street	370' N/o McCormick Boulevard	2@20'	S	2@20'	4	Adj. to Median	714	0.54	5600	C-'90	612	3.27	1080.67	
12	FAU 2744	4141B-R-1 (86)	Greenbay Road	@ North Shore Channel		2@20'	S	2@20'	4	Adj. to Median	146	0.11	5600	C-'90	612	3.27	220.14	
13	<u>MEDIAN</u>		Greenbay Road	Noyes Street	370' N/o McCormick Boulevard			4'			960	0.18	Pl Median		165	3.27	97.12	
14	SA 047	0506	Gross Point	Harrison	Crawford	40' V	C	40'	4	Full Roadway	216	0.16	2300	C-'78	455	3.27	238.06	\$24,542.30

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				FROM	TO					LOCATION	LENGTH IN FEET	LANE MILES	ADT/LANE	SOURCE	RATE/LN. MI.	ADJ. FACTOR	SUB-TOTALS	ROUTE TOTALS
15	SAR 116	116-1010	Isabella Street	50' W/o Bryant Street	West Abutment of North Shore Channel Bridge	22'	C	22'	2	Full Roadway	521	0.20	1325	S-'79	358	3.27	234.13	
16	SAR 116	116-1010	Isabella Street	East Abutment of North Shore Channel Bridge	Girard Avenue	22'	C	22'	2	Full Roadway	203	0.08	1325	S-'79	358	3.27	93.65	
17	FAU 2832	(3839&4041) R-86	McCormick	Greenbay	Emerson	40'	S	40'	4	Full Roadway	4691	3.55	4675	S-'75	584	3.27	6779.36	
18		394-1 NRM	Ridge	Lyons	Howard	36'	S	36'	4	Full Roadway	11323	8.58	4625	C-'69	596	3.27	16721.73	
19			Sheridan Road	Roslyn	Isabella Street	40'	M	28'	2	Center	900	0.34	9350	S-'75	687	3.27	763.81	
20			Sheridan Road	Ridge	Central	36'	M	30'	4	N. Side	2880	2.18	4475	S-'75	574	3.27	4091.82	
21			Sheridan Road	Central	Chicago	36'	M	36'	4	Full Roadway	4733	3.59	4475	S-'75	574	3.27	6738.36	
22			Sheridan Road	Chicago	Hinmann	44'	M	44'	4	Full Roadway	475	0.36	4475	S-'75	574	3.27	675.71	
23			Sheridan Road	@ Hinmann		42'	M	42'	4	Full Roadway	370	0.28	4475	S-'75	574	3.27	525.55	
24			Sheridan Road	Hinmann	Forest Place	36'	M	36'	4	Full Roadway	1584	1.20	4475	S-'75	574	3.27	2252.38	
25	42		Forest Avenue	Davis Street	Sheridan Road	32'	City	20'	2	Center	475	0.18	8500	S-'75	670	3.27	394.36	
26	42		Davis Street	Forest Avenue	Forest Place	29'	City	29'	3	Full Roadway	53	0.03	4433	S-'75	572	3.27	56.11	
27	42		Forest Place	Burnham Place	Davis Street	32'	City	20'	2	Center	1637	0.62	6650	S-'75	633	3.27	1283.34	\$40,610.33

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				FROM	TO												LOCATION	SUB-TOTALS
28	Ill 42		Burnham Place	Sheridan Road	Forest Avenue	26'	City	26'	2	Full Roadway	792	0.30	6650	S-75	633	3.27	620.97	
29			Sheridan Road	Burnham Place	Hamilton Street	50'	M	26'	2	Center	422	0.16	9150	S-75	683	3.27	357.35	
30			Sheridan Road	Hamilton Street	Main	40'	M	28'	2	Center	1954	0.74	9150	S-75	683	3.27	1652.72	
31			Sheridan Road	@ Main		40'	M	40'	4	Full Roadway	317	0.24	4575	S-75	579	3.27	454.40	
32			Sheridan Road	Main	South Boulevard	35'	M	23'	2	Center	2429	0.92	9150	S-75	683	3.27	2054.74	
33			Sheridan Road	@ South Boulevard		40'	C	40'	4	Full Roadway	600	0.45	4575	S-75	579	3.27	852.00	
34			Sheridan Road	South Boulevard	East Lake Terrace	62'	M-S	2-24'	4	Adj. to Median	2128	1.61	4575	S-75	579	3.27	3048.26	
35	SA 128	1819	South Boulevard	Chicago	Sheridan Road	40'	C	20'	2	Center	2059	0.78	3900	C-78	545	3.27	1390.08	\$10,430.52
TOTAL												39.17 Lane Miles	TOTAL AMOUNT		\$75,583.00			