

Public participation is invited on each agenda item prior to the Board's deliberation. **When called upon, please approach the microphone and state your name and the address where you live. Kindly limit your remarks to three (3) minutes.**

Next Ordinance No: 4083  
Next Resolution No: 19-38

**VILLAGE OF VILLA PARK  
Village Hall, Board Chambers  
20 South Ardmore Avenue  
Villa Park, IL 60181**

**Village Board of Trustees**

**May 28, 2019**

**7:00 PM**

Village President Albert Bulhuis  
Village Clerk Hosanna Korynecky  
Village Trustees:

David Cilella, Nick Cuzzone, Christine Murphy, Kevin Patrick, Cheryl Tucker, and Robert Wagner

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Public Comments on Agenda Items**
- 4. Resolutions**

- 4a.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Intergovernmental Agreement between the Village of Villa Park, the City of Elmhurst, and the Elmhurst Park District Regarding the St. Charles Road Bridge Improvement Project

The St. Charles Road Bridge Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan. The project consists of the replacement of the superstructure of the St. Charles Road Bridge over Salt Creek. The bridge is located within the corporate limits of both Villa Park and Elmhurst. Additionally, the Salt Creek Greenway Trail, which is maintained by the Elmhurst Park District, passes beneath the bridge and will be impacted by the bridge construction work. The Illinois Department of Transportation (IDOT) has held a bid opening for this project and is now waiting to award a construction contract. IDOT has mandated an intergovernmental agreement between Villa Park, Elmhurst, and the Elmhurst Park District to address future maintenance of the bridge before a construction contract can be awarded.

[MEMO - IGA St. Charles Road Bridge](#)

The Villa Park Village Hall is subject to the requirements of the Americans with Disabilities Act of 1990. An elevator is operational at the north side entrance to the Village Hall during normal work hours and also during evenings. Individuals with special needs are requested to contact the Village's Compliance Officer at (630) 834-8500 so that reasonable accommodations can be made for those persons.

[RESO - St Charles Bridge IGA](#)  
[AGREEMENT - St Charles Bridge IGA](#)

- 4b.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Agreement between the Village and the State of Illinois Department of Transportation for the Improvement of the St. Charles Road Bridge over Salt Creek and the Authorization and Appropriation of Funds for Project Costs in the Total Amount of \$46,200

The St. Charles Road Bridge Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan. The project consists of the replacement of the bridge superstructure. Design is complete and the project has been bid. The total estimated cost of the project, including construction and construction engineering, is \$2,985,000. The Village expects to receive 80% federal funding for this project through the Illinois Special Bridge Program (ISBP), with a maximum federal share of \$2,388,000, and also expects to receive state funding in the amount of \$550,800. This would result in a local share of construction and construction engineering costs of \$46,200, which is budgeted in Street Improvement Fund account numbers 60.502.10.292 and 60.502.10.299. A Local Public Agency Agreement with IDOT to provide this funding is required in order to proceed with the contract award and construction of the project. A resolution approving the funding agreement and appropriating the Village's share of project costs is needed.

[AGREEMENT - St Charles Bridge Funding Agreement](#)

[MEMO - St Charles Bridge Funding Agreement](#)

[CIP Listing - St Charles Bridge Funding Agreement](#)

[IDOT Funding Letter - St Charles Bridge Funding Agreement](#)

[RESO - St Charles Bridge Funding Agreement](#)

**5. Public Comment on Non-Agenda Items**

**6. Adjournment**

**Next Meeting is June 10, 2019**

## Village Board of Trustees Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Kevin Mantels

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

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### **Subject:**

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Intergovernmental Agreement between the Village of Villa Park, the City of Elmhurst, and the Elmhurst Park District Regarding the St. Charles Road Bridge Improvement Project

### **Suggested Action:**

The St. Charles Road Bridge Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan. The project consists of the replacement of the superstructure of the St. Charles Road Bridge over Salt Creek. The bridge is located within the corporate limits of both Villa Park and Elmhurst. Additionally, the Salt Creek Greenway Trail, which is maintained by the Elmhurst Park District, passes beneath the bridge and will be impacted by the bridge construction work. The Illinois Department of Transportation (IDOT) has held a bid opening for this project and is now waiting to award a construction contract. IDOT has mandated an intergovernmental agreement between Villa Park, Elmhurst, and the Elmhurst Park District to address future maintenance of the bridge before a construction contract can be awarded.

### **Background of Item:**

### **Financial Impact:**

### **Personnel Impact:**

### **Recommendation:**

### **Resolution:**

### **Attachments:**

[MEMO - IGA St. Charles Road Bridge](#)

[RESO - St Charles Bridge IGA](#)

[AGREEMENT - St Charles Bridge IGA](#)

# Departmental Correspondence

**Date:** 05/24/2019  
**To:** Rich Keehner, Jr., Village Manager  
**From:** Kevin Mantels, Assistant Village Engineer



**Re:** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Intergovernmental Agreement between the Village of Villa Park, the City of Elmhurst, and the Elmhurst Park District Regarding the St. Charles Road Bridge Improvement Project

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## **STATEMENT OF PROBLEM**

The St. Charles Road Bridge Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan. The project consists of the replacement of the superstructure of the St. Charles Road Bridge over Salt Creek. The bridge is located within the corporate limits of both Villa Park and Elmhurst. Additionally, the Salt Creek Greenway Trail, which is maintained by the Elmhurst Park District, passes beneath the bridge and will be impacted by the bridge construction work. The Illinois Department of Transportation (IDOT) has held a bid opening for this project and is now waiting to award a construction contract. IDOT has mandated that an intergovernmental agreement between Villa Park, Elmhurst, and the Elmhurst Park District to address future maintenance of the bridge is required before a construction contract can be awarded.

## **INVESTIGATION**

In 1979, Villa Park, Elmhurst, and IDOT signed a joint agreement that established funding and maintenance responsibilities for a project that included rehabilitation of St. Charles Road and the bridge over Salt Creek. Villa Park agreed at that time to be responsible for maintenance of St. Charles Road west of the bridge and Elmhurst agreed to be responsible for maintenance of St. Charles Road east of the bridge. Villa Park also agreed to be responsible for maintenance of the entire bridge itself. Since then, the bridge has deteriorated to a point that the bridge superstructure (the bridge deck and the beams supporting it) must be replaced. Staff has been working with IDOT and Elmhurst since 2015 to secure funding and to prepare plans. Those efforts have progress to the extent that IDOT held a bid opening for the project on 04/26/2019 and is now waiting to award a construction contract.

Until April of this year, staff believed that the 1979 agreement would remain in effect after construction of the new bridge. However, in early April 2019 IDOT notified staff that the 1979 agreement would not apply to the new bridge, and that a new maintenance agreement between Villa Park, Elmhurst, and the Elmhurst Park District would be required. IDOT also notified staff that the new agreement would need to be executed by all parties before the project could move forward to construction.

Since then staff has negotiated the proposed intergovernmental agreement (IGA) with Elmhurst and the Elmhurst Park District. The new agreement calls for Villa Park and Elmhurst to equally share maintenance responsibilities for the new bridge structure. Maintenance of St. Charles Road adjacent to the bridge will remain as it was in the 1979 agreement. The Elmhurst Park District would have no responsibility for maintenance of the bridge itself, but would continue to be responsible for the operation and maintenance of the trail under the bridge. IDOT is not a party to this IGA, but has stated that the approved IGA will be incorporated as an addendum into the pending funding agreement between Villa Park and IDOT. That funding agreement has been submitted for consideration as a separate agenda item.

## **RECOMMENDATION**

Staff recommends approval of the resolution approving the Intergovernmental Agreement between the Village of Villa Park, the City of Elmhurst, and the Elmhurst Park District regarding the St. Charles Road Bridge Improvement Project.

**Resolution No. \_\_\_\_\_**

**Resolution of the Village of Villa Park, DuPage County, Illinois, Approving  
an Intergovernmental Agreement between the Village of Villa Park, the City  
of Elmhurst, and the Elmhurst Park District Regarding the St. Charles Road  
Bridge Improvement Project**

(Section 15-00094-00-BR; Job Number C-91-313-15; Project Number N6MY(382))

**WHEREAS**, the Village of Villa Park (the “Village”), the City of Elmhurst (the “City”), and the Elmhurst Park District (the “District”) are duly organized and validly existing municipalities created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize units of local government to contract with or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs related to intergovernmental activities; and

**WHEREAS**, the St. Charles Road Bridge is located within the corporate boundaries of both the Village and the City; and

**WHEREAS**, the District operates and maintains the Salt Creek Greenway Trail located along the east side of Salt Creek, a portion of which crosses St. Charles Road and is located beneath the St. Charles Road Bridge; and

**WHEREAS**, the existing St. Charles Road Bridge structure carrying St. Charles Road over Salt Creek (SN 022-6950) is under the jurisdiction of the State of Illinois Department of Transportation (“IDOT”); and

**WHEREAS**, an Illinois Special Bridge Program funded project commonly known as the St. Charles Road Bridge Improvement Project (the “Project”) has been approved for funding for Phase I and Phase II Design and Phase III Construction at 80/20 percent federal/local agency matching costs, respectively; and

**WHEREAS**, IDOT has proposed an Intergovernmental Agreement (the “Agreement”) between the Village, the City, and the District that will establish the municipalities’ responsibilities for future maintenance of the Bridge and adjacent infrastructure; and

**WHEREAS**, the Village, the City, and the District desire to enter into this Agreement pursuant to their authority for intergovernmental cooperation in order to construct this Project and agree to future maintenance of the St. Charles Road bridge; and

**WHEREAS**, the corporate authorities of the Village hereby declare that it is in the best interests of the Village of Villa Park to enter into said Agreement and to authorize its officials to execute said Agreement.

**NOW THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

**Section 1:** That the INTERGOVERNMENTAL AGREEMENT between the Village of Villa Park, the City of Elmhurst, and the Elmhurst Park District, regarding the above referenced improvement to the St. Charles Road Bridge over Salt Creek and future maintenance of said Bridge and adjacent infrastructure, that is attached hereto and made a part hereof by reference as Exhibit A, be and is hereby approved and the Village President and Village Clerk are hereby authorized to execute said Agreement on behalf of the Village and any other such additional documents as may be required to implement the terms thereof.

**Section 2:** That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

INTERGOVERNMENTAL AGREEMENT  
 (“ST. CHARLES ROAD BRIDGE REHABILITATION PROJECT”)  
 VILLA PARK SECTION 15-00094-00-BR

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and among the VILLAGE OF VILLA PARK, an Illinois municipal corporation, DuPage County, Illinois (“Villa Park”); the CITY OF ELMHURST, an Illinois municipal corporation, DuPage County, Illinois (“Elmhurst”), the Elmhurst Park District (“Park District”), an Illinois municipal corporation, DuPage County, Illinois.

WITNESSETH:

WHEREAS, Elmhurst, Villa Park, and the Park District are municipal corporations duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize units of local government to contact or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs related to intergovernmental activities; and

WHEREAS, an Illinois Special Bridge Program Funded Project called the “St. Charles Road Bridge Rehabilitation Project” (the “Project”) has been approved for funding for Phase I and II Design and Phase III Construction at 80/20 percent Federal/Local Agency matching costs, respectively; and

WHEREAS, St. Charles Road from the west right-of-way line of Summit Avenue to Illinois Route 83, not including the St. Charles Road bridge, is a local road; and

WHEREAS, all of St. Charles Road from the west right-of-way line of Summit Avenue to the center line of Villa Avenue and that portion south of the center line and west of the west abutment of the St. Charles Road bridge is under the jurisdiction of Villa Park, as shown in attached Exhibit 1; and

WHEREAS, that portion of St. Charles Road north of the center line from the center line of Villa Avenue to the west abutment of the St. Charles Road bridge and all of St. Charles Road from the east abutment of the St. Charles Road bridge to Illinois Route 83 is under the jurisdiction of Elmhurst, as shown in attached Exhibit 1; and

WHEREAS, the existing St. Charles Road Bridge structure carrying St. Charles Road over Salt Creek (SN 022-6950) is under the jurisdiction of the State of Illinois, Illinois Department of Transportation (“IDOT” “Department”), as shown in attached Exhibit 1 and described in attached Exhibit 2. Part of the Department’s jurisdictional authority includes

planning and programming future structure or reconstruction projects through its Bureau of Local Roads and Streets, and

WHEREAS, Elmhurst, Villa Park and the Department are desirous of pursuing this Project, and ELMHURST and VILLA PARK are willing to share the proportionate costs of the 20% Local Agency match of costs for the engineering, land acquisition, and construction of the Project; and

WHEREAS, Elmhurst and Villa Park desire to enter into this Agreement pursuant to their authority for intergovernmental cooperation in order to construct this Project and agree to future maintenance of the St. Charles Road bridge, and

WHEREAS, a permanent easement needed for the Project has been obtained from the Forest Preserve District of DuPage County through cooperative efforts of Elmhurst and Villa Park, and

WHEREAS, the Park District operates and maintains the Salt Creek Greenway Trail located along the east side of Salt Creek, a portion of which crosses St. Charles Road and is located beneath the St. Charles Road bridge, and

WHEREAS, the corporate authorities of Elmhurst, Villa Park, and the Park District hereby declare that it is in the best interest of the City of Elmhurst, the Village of Villa Park, and the Elmhurst Park District to enter into said Agreement and have authorized its officials to execute this Agreement.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants, hereinafter set forth and pursuant to their powers of intergovernmental cooperation, the parties hereto agree as follows:

1. The recitals set forth hereinabove shall be and are hereby adopted as findings of fact as if said recitals were fully set forth herein.
2. Villa Park will act as the lead agency in all phases of the Project subject to the construction input of Elmhurst through their authorized representative(s).
3. The Local Agency's estimated share for the Project is \$163,700.00 and it is estimated that Villa Park's 52% proportionate for Project costs is estimated to be \$85,800 as shown on the funding table attached as Exhibit 3. Actual costs will be based on contract unit prices and actual quantities.
4. Elmhurst shall reimburse Villa Park for its 48% proportionate share of the Local Agency's share for the Project costs, at a current estimated amount of \$78,800 as shown on the funding table attached as Exhibit 3. Actual costs will be based on contract unit prices and actual quantities and subject to the review and approval by Elmhurst.

5. The cost of any additional requested or required work shall be paid by the party whose portion of work it relates to without regard to the proportionate shares of the costs set forth above.
6. Villa Park shall bill Elmhurst once a month on the basis of the completed work as the Project progresses but shall also have the option of billing Elmhurst on a lump sum basis after completion of the Project. Elmhurst agrees to reimburse Villa Park within thirty (30) days after receipt of the bill.
7. Villa Park and Elmhurst agree that this Intergovernmental Agreement shall not affect the rights or responsibilities of the Elmhurst Park District regarding the Salt Creek Greenway Trail running under the bridge.
8. The Park District agrees to assume operation and maintenance responsibilities for that park of the Salt Creek Greenway Trail located within the St. Charles Road right-of-way once the Project is complete.
9. All parties agree that the Elmhurst Park District shall have no funding responsibilities regarding the Project except as provided in Paragraph 5 above.
10. Villa Park and Elmhurst agree to abide by all terms of the *AGREEMENT FOR FAUS PROJECT M-5003(27)* ("Prior Agreement") between Villa Park, Elmhurst, and IDOT dated April 24, 1979 and attached as Exhibit 4, for those portions of St. Charles Road and Bridge that is outside the Project limits and any such obligations from the Prior Agreement now included in the scope of the Project and covered by this Agreement are hereby repealed and this Agreement shall supersede any such conflicting obligations from the Prior Agreement.
11. Villa Park and Elmhurst agree to abide by all terms of *AN EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND CITY OF ELMHURST FOR BRIDGE IMPROVEMENTS AND AN EXISTING WATERMAIN AND STORM SEWER WITHIN A PORTION OF SALT CREEK GREENWAY FOREST PRESERVE* (the "Easement Agreement"), recorded as document number R2019-012226 on February 20, 2019 and attached as Exhibit 5.
12. Elmhurst acknowledges that the \$1000.00 restoration deposit referenced in Section 8.1 of the Easement Agreement was paid by Villa Park and agrees to forward within 30 days to Villa Park any monies refunded by the Forest Preserve District of DuPage County upon completion of the St. Charles Road bridge reconstruction project.
13. In consideration of the fact that the St. Charles Road Bridge lies within the corporate limits of both municipalities, Villa Park and Elmhurst agree to equally share the cost of all future maintenance of the Bridge. Future maintenance of the completed Project within the limits of the Bridge shall include the entirety of the Salt Creek Structure.

14. Elmhurst and Villa Park shall maintain those parts of St. Charles Road to the east and west of the bridge. Villa Park shall continue to perform snow and ice control within the entire Project limits at its own expense.
15. Villa Park and Elmhurst agree that with respect to Section 12.1 of the Easement Agreement, both municipalities shall have the right to enter the bridge easement for the purposes of bridge maintenance activities. Villa Park agrees to maintain the insurance coverage required by the Forest Preserve District of DuPage County. The cost of said insurance coverage shall be funded equally by Villa Park and Elmhurst.
16. Villa Park agrees to be the lead agency in the performance of all future St. Charles Road bridge maintenance activities, unless agreed to otherwise with Elmhurst, and shall front-fund that work. Villa Park shall bill Elmhurst once a month on the basis of completed work but shall also have the option of billing Elmhurst on a lump sum basis after completion of specific activities. Elmhurst agrees to reimburse Villa Park within thirty (30) days after receipt of the bill.

This INTERGOVERNMENTAL AGREEMENT shall be binding and inure to the benefit of the parties hereto, their successors and assigns, administrators, executors or heirs of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials on the dates as shown.

CITY OF ELMHURST

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

VILLAGE OF VILLA PARK

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Village Clerk

ELMHURST PARK DISTRICT

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



St. Charles Road Bridge  
Over Salt Creek

Location Map  
EXHIBIT 1

1 inch = 200 feet



## EXHIBIT 2

**Illinois Department of Transportation**

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

February 22, 2018

Mr. Richard Keehner, Jr.  
Village Manager  
Village of Villa Park  
20 South Ardmore Avenue  
Villa Park, IL 60181

RECEIVED  
FEB 27 2018  
Village of Villa Park  
Dept. of Public Works

Dear Mr. Keehner:

This is in response to your letter dated February 2, 2018 requesting that the Illinois Department of Transportation (Department) participate in the proposed improvements to the St. Charles Road Bridge over Salt Creek in the Village of Villa Park (Village). This will serve as a Letter of Intent between the Department and the Village outlining the State's anticipated financial participation in this locally initiated improvement.

St. Charles Road is a local road and is under the jurisdiction of the Village west of the bridge and the Village of Elmhurst east of the bridge. The existing bridge structure carrying St. Charles Road over Salt Creek (SN 022-6950) is under the Department's jurisdiction. Therefore, the anticipated state financial participation in this project will be based on the payable construction items on the state-owned structures as part of this locally initiated roadway improvement.

It is our understanding that the Village has already completed Phase I engineering. Additionally, the Village agrees to be the lead agency for the Phase II engineering and right-of-way acquisition. Since the Village is already engaged in pre-construction activities, the Department proposes to include the State financial participation in these activities in the proposed construction/CE cost, thereby reducing the local participation in the construction/CE.

It is our understanding that the Village has secured Major Bridge funds (STP-BR) with an 80% Federal and 20% Local cost participation. Based on the level of federal funding secured by the Village coupled with the aforementioned level of State financial participation, the Department's financial participation in the propose project will be approximately \$550,800 as indicated in the following table:

| Phase                       | Total Cost         | FHWA Cost          | Illinois Department of Transportation Cost | Village of Villa Park Cost | Village of Elmhurst Cost |
|-----------------------------|--------------------|--------------------|--------------------------------------------|----------------------------|--------------------------|
| Phase I Engineering         | \$278,800          | \$223,020 (80%)    |                                            | \$29,200                   | \$26,700                 |
| Phase II Engineering        | \$224,000          | \$179,200 (80%)    |                                            | \$23,300                   | \$21,500                 |
| Right-of-Way Acquisition    | \$100,000          | \$80,000 (80%)     |                                            | \$10,500                   | \$9,500                  |
| Construction                | \$2,585,000        | \$2,068,000 (80%)  | \$479,600                                  | \$19,400                   | \$18,000                 |
| Phase III Engineering (15%) | \$388,000          | \$310,400 (80%)    | \$71,200                                   | \$3,400                    | \$3,000                  |
| <b>TOTALS</b>               | <b>\$3,575,800</b> | <b>\$2,860,640</b> | <b>\$550,800</b>                           | <b>\$85,800</b>            | <b>\$78,700</b>          |

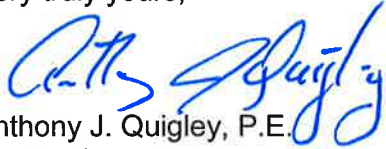
The Department's maximum financial participation in this locally initiated improvement shall not exceed \$550,800. Any increase in state financial participation must be requested in writing and approved prior to any additional expenditure. This will serve as Letter of Intent and will serve as a basis for the preparation of the future formal intergovernmental agreement for the improvement. The Department will make every effort to program the state financial participation in our Fiscal Year 2020, to coincide with the target Letting date. The Village will continue to act as the lead agency for this improvement and will continue to process this project through the Department's Bureau of Local Roads and Streets.

At the end of this letter, there is an area where you can state your concurrence to the state financial participation in this locally initiated improvement. Please indicate your concurrence and return an original signed copy of this letter at your earliest convenience.

Mr. Richard Keehner, Jr.  
February 22, 2018  
Page three

If you have any questions or need additional information, please contact me or Mike Sullivan, Area Programmer, at (847) 705-4078.

Very truly yours,



Anthony J. Quigley, P.E.  
Region One Engineer

cc: Albert Bulthuis, Village of Villa Park  
Vydas Juskelis, Village of Villa Park  
Jeremie Lukowicz, Village of Villa Park  
James Grabowski, City of Elmhurst

Concur: \_\_\_\_\_

Do Not Concur: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT 3 - Funding Table  
St. Charles Road Bridge Rehabilitation Project  
Section 15-00094-00-BR, Project FX5N(863)

| Phase                             | Total Cost         | FHWA Cost (80%)    | IDOT Cost        | Villa Park Cost | Elmhurst Cost   |
|-----------------------------------|--------------------|--------------------|------------------|-----------------|-----------------|
| Phase I<br>Engineering            | \$278,800          | \$223,040          |                  | \$29,200        | \$26,700        |
| Phase II<br>Engineering           | \$224,000          | \$179,200          |                  | \$23,300        | \$21,500        |
| Right-of-Way<br>Acquisition       | \$100,000          | \$80,000           |                  | \$10,500        | \$9,500         |
| Construction                      | \$2,585,000        | \$2,068,000        | \$479,600        | \$19,400        | \$18,000        |
| Phase III<br>Engineering<br>(15%) | \$388,000          | \$310,400          | \$71,200         | \$3,400         | \$3,000         |
| <b>TOTALS</b>                     | <b>\$3,575,800</b> | <b>\$2,860,640</b> | <b>\$550,800</b> | <b>\$85,800</b> | <b>\$78,700</b> |

# JURISDICTIONAL TRANSFER

Illinois Department of Transportation  
2300 South Dirksen Parkway / Springfield, Illinois/62764

May 3, 1979

**St. Charles Rd.**

FEDERAL-AID URBAN PROGRAM

FAU Route 1397

Villa Park - Section 76-00045-00-RP

Elmhurst Section 76-00113-00-RP

State Section 1975-136-W&RS, BY

Project No. M-5003(27)

Job No. C-91-262-75

Mrs. Margaret Loftus  
Village Clerk  
20 South Ardmore Avenue  
Villa Park, Illinois 60181

Dear Mrs. Loftus:

The joint agreement between the Village of Villa Park, City of Elmhurst, and the State of Illinois, providing for the improvement of the above project, was executed by the Department on April 24, 1979.

This agreement supersedes the original joint agreement for this project executed on March 31, 1978. Please correct your records accordingly.

One copy of the executed agreement is being returned to you and one copy is being returned to Mrs. Dorothy Lenz, City Clerk of Elmhurst.

Very truly yours,

Melvin B. Larsen  
Engineer of Local Roads  
and Streets

*Lloyd E. Dixon*  
By: Lloyd E. Dixon  
Local Project Implementation Engineer

CJM:aw

cc-

Karl Leisering, Dir. of Pub. Wks. - Villa Park, Ill.

Thomas Borchert, Dir. of Pub. Wks. - Elmhurst, Ill.

Mrs. Dorothy Lenz, City Clerk - Elmhurst, Ill.

S. C. Ziejewski (6) Attn: Raymond Harris

David G. Campbell Attn: Don Moredock

R. D. Schmidt Attn: Don Crane

E. J. Kehl

T. R. Bright

A. R. Austin

G. E. Moberly

J. P. Pitz

R. Holub

WAV



5/15/79

ST. CHARLES RD.

Villa Park

Note

A G R E E M E N T

FOR FAUS PROJECT M-5003(27)

THIS AGREEMENT, entered into this 24<sup>th</sup> day of April, A.D., 1979, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, the VILLAGE OF VILLA PARK, acting by and through its PRESIDENT AND BOARD OF TRUSTEES, hereinafter called VILLA PARK, and the CITY OF ELMHURST, acting by and through its MAYOR AND CITY COUNCIL, hereinafter called ELMHURST.

W I T N E S S E T H

WHEREAS, the STATE, VILLA PARK and ELMHURST, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of improving approximately 0.7 mile of St. Charles Road (FAU Route 1397), from Summit Avenue to east of Illinois Route 83, in the Village of Villa Park and the City of Elmhurst, DuPage County, Illinois, STATE Section 1975-136-W&RS, BY, VILLA PARK Section 76-00045-00-RP, ELMHURST Section 76-00113-00-RP, FAUS PROJECT M-5003(27), by making the following improvements:

- A. On St. Charles Road from Summit Avenue to Villa Avenue:  
widening the existing 38-foot pavement to 53 feet (edge to edge), to provide one 11-foot and one 10.5 foot thru traffic lane in each direction separated by a 10-foot painted median, with new curb and gutter on each side;

- B. On St. Charles Road from Villa Avenue to the Salt Creek structure: widening the existing 38-foot pavement to 44 feet (edge to edge), to provide four 11-foot thru traffic lanes, with new curb and gutter on each side;
- C. St. Charles Road structure over Salt Creek: widening the existing piers and abutments and constructing a new, wider bridge deck;
- D. On St. Charles Road from the Salt Creek structure to Illinois Route 83: widening the existing 38-foot pavement to 58 feet (edge to edge), to provide two 12-foot thru traffic lanes in each direction separated by a 10-foot painted median, with new curb and gutter on each side;
- E. St. Charles Road at Villa Avenue: widening Villa Avenue for approximately 250 feet north and 700 feet south of St. Charles Road to 53 feet (edge to edge) with new curb and gutter on each side, providing left-turn lanes for all four approaches to the intersection, and modifying the existing traffic signals;
- F. St. Charles Road at Illinois Route 83: widening St. Charles Road east and west of Illinois Route 83 to provide two 12-foot thru traffic lanes in each direction with 10-foot left-turn lanes for eastbound and westbound traffic and a 12-foot right-turn lane for eastbound traffic, with new curb and gutter on each side, and modifying the existing traffic signals;

- G. Constructing a new storm sewer along St. Charles Road, from Summit Avenue east to Salt Creek, and modifying the existing drainage system on the remainder of the improvement;
- H. Installing new street lighting on St. Charles Road and Villa Avenue;
- I. Constructing sidewalks at various locations within the limits of the improvement to provide a continuous pedestrian walkway system;
- J. Abandoning an existing water main and constructing a new, larger size parallel main outside the proposed pavement area;
- K. Separating a combined sewer within the limits of the improvement in VILLA PARK by placing a smaller size sanitary sewer inside thereof and constructing a parallel storm sewer (to be financed in part by a grant to VILLA PARK from the U. S. Environmental Protection Agency);

and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications, hereinafter called the PROJECT; and

WHEREAS, the STATE, VILLA PARK and ELMHURST are desirous of said PROJECT in that same will be of immediate benefit to the residents of said municipalities and permanent in nature;

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

1. VILLA PARK agrees, at its own expense, to make or cause to be made all surveys, obtain all necessary right of way, prepare or cause to be prepared the plans, specifications and estimates, furnish the resident engineer together with the construction engineering, proportioning of materials and inspection during construction of the PROJECT, provide acceptance sampling and testing of materials in accordance with the specifications, Project Procedures Guide and methods prescribed by the STATE, and cause the PROJECT to be built in accordance with the approved plans, specifications and contract (the STATE and ELMHURST will reimburse VILLA PARK for a portion of these costs as hereinafter stipulated).
2. The STATE agrees to provide independent assurance sampling, and to furnish off-site material inspection and testing, at sources normally visited by STATE inspectors, of steel, cement, asphalt, aggregates, sewer and drainage pipe, structural steel, and other materials customarily tested by the STATE.
3. The STATE agrees, after receiving Federal approval of the plans, to receive bids and award the contract subject to the concurrence of VILLA PARK, ELMHURST, and the FEDERAL HIGHWAY ADMINISTRATION.
4. VILLA PARK agrees to obtain and pay the cost of acquiring the necessary right of way (including temporary and permanent easements) for the PROJECT, subject to partial reimbursement of said cost by ELMHURST, as stipulated in Section 21 of this Agreement. The right of way shall be acquired in accordance with the following requirements:

- A. Said right of way shall be acquired in accordance with Land Acquisition Policies and Procedures of the STATE, in the name of the STATE, on standard State forms which will be provided for that purpose.
- B. No award of a contract shall be made to cover construction of the PROJECT, or any part thereof, without there first having been made a title approval by the Attorney General of Illinois on each individual parcel of said right of way, the consideration for which exceeds \$2,500.00, included within such construction. A title approval shall be made by the STATE on each individual parcel of said right of way acquired for the PROJECT where the consideration is \$2,500.00 or less. In the event acquisition of said 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. The cost of said 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. VILLA PARK and/or ELMHURST 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 said right of way shall be approved, in advance, by the STATE.
  - E. Appraisals shall be reviewed and a negotiating figure approved by the STATE 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 said 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.
  - H. The removal or relocation of any sign as a result of the PROJECT shall be in compliance with the Highway Advertising Control Act of 1971.
5. VILLA PARK and ELMHURST have each passed resolutions appropriating sufficient funds to pay their shares of the cost of the PROJECT, copies of which are attached hereto as "Exhibits A and B", respectively. VILLA PARK will, in the future, pass supplemental resolutions to provide all additional funds necessary if the amounts appropriated herein prove to be insufficient to cover VILLA PARK'S share plus ELMHURST'S maximum share as specified in Items 18, 19, 20 and 21 of this Agreement.

6. VILLA PARK and ELMHURST have each adopted, and will put into effect prior to the STATE advertising for the work to be performed hereunder, ordinances requiring that parking be prohibited within those portions of the PROJECT lying within their respective corporate limits, copies of which are attached hereto as "Exhibits C and D", respectively.
7. VILLA PARK and ELMHURST have each adopted, and will put into effect prior to the STATE advertising for the work to be performed hereunder, ordinances prohibiting the discharge of sanitary and/or industrial waste water into any storm sewer constructed as part of the PROJECT, copies of which are attached hereto as "Exhibits E and F", respectively.
8. Prior to the STATE advertising for the work to be performed hereunder, the disposition of encroachments shall be cooperatively determined by representatives of the STATE, VILLA PARK, ELMHURST and the Federal Highway Administration. VILLA PARK and ELMHURST have each adopted, and will put into effect prior to the STATE advertising for the work to be performed hereunder, appropriate ordinances relative to the disposition of said encroachments, and prohibiting, in the future, any new encroachments within those portions of the PROJECT lying within their respective corporate limits, copies of which are attached hereto as "Exhibits G and H", respectively.

9. VILLA PARK and ELMHURST agree not to authorize or permit any operation, practice or encroachment which will change, impede or interrupt the orderly flow of vehicular traffic on the completed PROJECT, and to enforce such traffic regulations and local ordinances that affect traffic operations thereon, within their respective corporate limits.
10. VILLA PARK and ELMHURST each agree to provide, prior to the STATE advertising for the work to be performed hereunder, written approval of the plans and specifications as prepared.
11. VILLA PARK and ELMHURST shall exercise their franchise rights to cause private utilities to be relocated at no expense to the STATE. VILLA PARK and ELMHURST further agree to regulate or cause to be regulated, on a continuing basis, the use of highway right of way by utilities in the manner set forth in the current State's Utility Accommodation Policy applicable to the highway system involved.
12. Upon completion of the PROJECT, VILLA PARK agrees to assume, jurisdiction, maintenance and control of all of St. Charles Road from the west right of way line of Summit Avenue to the centerline of Villa Avenue, and of the south one-half of St. Charles Road from the centerline of Villa Avenue to the west abutment of the Salt Creek structure. VILLA PARK has adopted, and will put into effect prior to the STATE advertising for the work to be performed hereunder, an appropriate ordinance adding said portions of St. Charles Road to its municipal street system upon final acceptance of the PROJECT by the STATE, a copy of which is attached hereto as "Exhibit I".

- A. VILLA PARK further agrees to maintain the thru traffic lanes, turning lanes, curb and gutter flags adjacent to the thru traffic lanes, and pavement markings on the north one-half of St. Charles Road, from the centerline of Villa Avenue to the west abutment of the Salt Creek structure, and to maintain the Salt Creek structure in its entirety.
- B. VILLA PARK further agrees to assume responsibility for snow removal on St. Charles Road from Summit Avenue to Illinois Route 83, including the Salt Creek structure.
- C. VILLA PARK further agrees, upon completion of the PROJECT, to retain jurisdiction, maintenance and control, within the limits of the PROJECT, of Villa Avenue south of St. Charles Road, and of the west one-half of Villa Avenue north of St. Charles Road.

13. Upon completion of the PROJECT, ELMHURST agrees to assume jurisdiction, maintenance and control of the north one-half of St. Charles Road from the centerline of Villa Avenue to the west abutment of the Salt Creek structure, and of all of St. Charles Road from the east abutment of said structure to Illinois Route 83. (This does not include the maintenance of the roadway between Villa Avenue and the Salt Creek structure, or any snow removal between Villa Avenue and Illinois Route 83, which shall be the responsibility of VILLA PARK, as specified in Items 12A and 12B of this Agreement.) ELMHURST has adopted, and will put into effect prior to the STATE advertising for the work to be performed hereunder, an appropriate ordinance adding said portions of

St. Charles Road to its municipal street system upon final acceptance of the PROJECT by the STATE, a copy of which is attached hereto as "Exhibit J".

A. ELMHURST further agrees, upon completion of the PROJECT, to retain jurisdiction, maintenance and control, within the limits of the PROJECT, of the east one-half of Villa Avenue north of St. Charles Road.

14. Upon completion of the PROJECT, VILLA PARK agrees to maintain or cause to be maintained the traffic signals at St. Charles Road and Villa Avenue. In addition, VILLA PARK and ELMHURST will be responsible for maintaining and furnishing energy for the street lighting within their respective corporate limits. VILLA PARK, with the concurrence of ELMHURST, shall make arrangements with the local power company to furnish the required electrical energy for the signals and lights, and to bill each municipality directly for the costs thereof.

A. VILLA PARK shall pay seventy-five percent (75%) of the cost of maintaining and furnishing electrical energy for the signals at St. Charles Road and Villa Avenue, and ELMHURST shall pay twenty-five percent (25%) thereof. ELMHURST shall pay its share of the maintenance and energy costs to VILLA PARK within thirty (30) days of the date of a bill from VILLA PARK for each payment.

B. Upon completion of the PROJECT the STATE agrees to maintain or cause to be maintained, and pay the entire cost of maintaining, the traffic signals at St. Charles Road and Illinois Route 83, and ELMHURST agrees to pay the entire cost of furnishing electrical energy for said signals, all in accordance with the Master Agreement for Traffic Signals between the STATE and ELMHURST.

- (1) ELMHURST agrees to maintain the inter-connection cable along St. Charles Road between Illinois Route 83 and West Avenue.

15. VILLA PARK and ELMHURST agree henceforth to maintain technically-competent engineering units within their governmental structures, or to provide other means acceptable to the Federal Highway Administration, for assuring proper maintenance and operation of the completed PROJECT.
16. VILLA PARK and ELMHURST agree to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U. S. Department of Transportation, as they pertain to the PROJECT.
17. The parties hereto mutually agree that the estimated cost of the PROJECT is as follows:

|                             |                  |
|-----------------------------|------------------|
| Contract Construction Costs | \$3,750,000.00   |
| Engineering Costs           | 334,200.00       |
| Right of Way Costs          | <u>56,000.00</u> |
| TOTAL                       | \$4,140,200.00   |

18. The parties hereto mutually agree that the division of costs shall be as shown on Page 11A of this Agreement.
19. VILLA PARK agrees to pay the total cost of preliminary and construction engineering, an amount estimated to be \$334,200.00, subject to partial reimbursement of said cost by the STATE and ELMHURST, as hereinafter stipulated.
- A. The STATE'S share of this cost is 100% of the preliminary and design engineering for the widening and re-decking of the Salt Creek structure on St. Charles Road, an amount estimated to be \$31,700.00. Upon

DIVISION OF COSTS

(SEE ITEM 18, PAGE 11)

|                                                                          | <u>VILLA PARK</u> |                  | <u>ELMIURST</u> |            | <u>STATE</u> |            | <u>FIMA</u>  |                | <u>USEPA</u> |            | <u>TOTALS</u>     |      |
|--------------------------------------------------------------------------|-------------------|------------------|-----------------|------------|--------------|------------|--------------|----------------|--------------|------------|-------------------|------|
|                                                                          | %                 | Cost             | %               | Cost       | %            | Cost       | %            | Cost           | %            | Cost       | %                 | Cost |
| TRACT CONSTR.<br>by Drain., Tr. Sig:<br>of Ill. 83 (1)<br>of Ill. 83 (2) | (6)               | 309,098          | N/A             | N/A        | N/A          | *540,000   | 70.21        | 2,001,182      | N/A          | N/A        | 2,850,280         |      |
|                                                                          | N/A               | N/A              | 29.79           | 27,651     | N/A          | N/A        | 70.21        | 65,169         | N/A          | N/A        | 92,820            |      |
|                                                                          | (3)               | 22,290           | (3)             | 17,600     | N/A          | N/A        | 70.21        | 94,010         | N/A          | N/A        | 133,900           |      |
| itary Sewer Separation                                                   | 25.00             | 67,500           | N/A             | N/A        | N/A          | N/A        | N/A          | N/A            | 75.00        | 202,500    | 270,000           |      |
| er Mains:<br>location<br>ersizing                                        | 29.79<br>100.00   | 60,474<br>32,000 | N/A<br>N/A      | N/A<br>N/A | N/A<br>N/A   | N/A<br>N/A | 70.21<br>N/A | 142,526<br>N/A | N/A<br>N/A   | N/A<br>N/A | 203,000<br>32,000 |      |
| rm S. Oversize                                                           | 100.00            | 168,000          | N/A             | N/A        | N/A          | N/A        | N/A          | N/A            | N/A          | N/A        | 168,000           |      |
| <u>IB-TOTALS</u>                                                         |                   | 659,362          |                 | 45,251**   |              | *540,000   |              | 2,302,887      |              | 202,500    | 3,750,000         |      |
| NEERING<br>Lim. & Design:<br>wy, Drain (4)<br>ructure                    | (5)               | 102,000          | N/A             | 38,000*    | N/A          | N/A        | N/A          | N/A            | N/A          | N/A        | 140,000           |      |
|                                                                          | N/A               | N/A              | N/A             | N/A        | 100.00       | 31,700     | N/A          | N/A            | N/A          | N/A        | 31,700            |      |
|                                                                          | 100.00            | 162,500          | N/A             | N/A        | N/A          | N/A        | N/A          | N/A            | N/A          | N/A        | 162,500           |      |
| <u>IT OF WAY</u>                                                         | (5)               | 30,000           | N/A             | 26,000**   | N/A          | N/A        | N/A          | N/A            | N/A          | N/A        | 56,000            |      |
| <u>ITALS</u>                                                             |                   | 953,862          |                 | 109,251    |              | 571,700    |              | 2,302,887      |              | 202,500    | 4,140,200         |      |

(1) Including all traffic signal costs.

(2) Roadway and drainage costs only.

(3) Each municipality is responsible for 29.79% of lighting costs within its corporate limits.

(4) Not including Salt Creek structure widening and redecking.

(5) Difference between 100% and ELMIURST'S share.

(6) Difference between 29.79% and STATE'S share.

\* Fixed Amount

\*\* Maximum Amount

ture on St. Charles Road, an amount estimated to be \$31,700.00. Upon award of the contract for construction of the PROJECT, the STATE will reimburse VILLA PARK for this portion of the engineering costs, to be credited to VILLA PARK'S MOTOR FUEL TAX Account, Section 76-00045-00-RP.

- B. ELMHURST'S share of this cost is \$38,000.00, which is to be paid to VILLA PARK in a manner agreed upon by both municipalities.
20. The STATE agrees to pay the total contract construction cost subject to reimbursement, by VILLA PARK, ELMHURST, the U. S. Environmental Protection Agency (USEPA) and the Federal Highway Administration (FHWA), of the entire amount with the exception of the STATE'S share thereof (\$540,000.00), as hereinafter stipulated.
- A. The USEPA share is 75.00% of the total cost of separating the combined sewer, an amount estimated to be \$202,500.00, which will be paid to VILLA PARK by the USEPA, through the Illinois Environmental Protection Agency, under the terms of a separate agreement between said agency or agencies and VILLA PARK. VILLA PARK will, in turn, reimburse the STATE for the USEPA share, as herein after stipulated.

3. VILLA PARK'S share is 29.79% of the street lighting in VILLA PARK (an amount estimated to be \$22,290.00), plus 25.00% of the cost of separating the combined sewer in VILLA PARK (an amount estimated to be \$67,500.00), plus 29.79% of the cost of relocating the existing water main in VILLA PARK (an amount estimated to be \$60,474.00), plus 100% of the cost of oversizing said water main (an amount estimated to be \$32,000.00), plus 100% of the cost of oversizing a portion of the storm sewer in VILLA PARK (an amount estimated to be \$168,000.00), plus an amount to be determined by subtracting the STATE share (\$540,000.00) from 29.79% of the roadway, drainage and traffic signal costs for the portion of the PROJECT west of Illinois Route 83 (exclusive of the oversizing of the storm sewer) (an amount estimated to be \$309,098.00), for a total estimated amount of \$659,362.00. Upon receipt of the first and subsequent progressive bills from the contractor constructing the PROJECT, VILLA PARK will pay to the STATE, from any funds allotted to VILLA PARK, an amount equal to the sum of the estimated USEPA and VILLA PARK shares (\$861,862.00), divided by the estimated total construction cost (\$3,750,000.00), multiplied by the actual progress payment (appropriately adjusted for non-participating costs for Federal-aid projects) made to the contractor, until

the entire obligations of the USEPA and VILLA PARK for construction costs incurred under this Agreement have been paid.

- C. ELMHURST'S share is 29.79% of the street lighting in ELMHURST (an amount estimated to be \$17,600.00), plus 29.79% of the roadway and drainage costs for the portion of the PROJECT east of Illinois Route 83 (an amount estimated to be \$27,651.00), for a total amount estimated to be (but not to exceed) \$45,251.00. Upon receipt of the first and subsequent progressive bills from the contractor constructing the PROJECT, ELMHURST will pay to the STATE, from any funds allotted to ELMHURST, an amount equal to ELMHURST'S estimated share (\$45,251.00), divided by the estimated total construction cost (\$3,750,000.00), multiplied by the actual progress payment (appropriately adjusted for non-participating costs for Federal-aid projects) made to the contractor, until ELMHURST'S entire obligation for construction costs incurred under this Agreement has been paid. It is understood and agreed that the maximum amount of participation in contract construction costs by ELMHURST is \$45,251.00, and that any costs in excess of that amount (as determined by the above percentages) shall be borne 100% by VILLA PARK.

- D. The FHWA (FAUS) share is 70.21% of the roadway, drainage (excluding storm sewer oversizing), traffic signal, lighting and water main relocation costs, an amount estimated to be \$2,302,887.00, which is to be reimbursed to the STATE in accordance with current billing procedures for Federal-aid projects.
  - E. All additional costs which are ineligible for Federal-aid participation shall be borne 100% by VILLA PARK.
21. VILLA PARK agrees to pay the total cost of acquiring the necessary right of way and easements for the PROJECT, an amount estimated to be \$56,000.00, subject to partial reimbursement of said cost by ELMHURST, as hereinafter stipulated.
- A. ELMHURST'S share is the cost of all acquisitions within the corporate limits of ELMHURST, an amount estimated to be (but not to exceed) \$26,000.00, which is to be paid to VILLA PARK in a manner agreed upon by both municipalities. It is understood and agreed that the maximum amount of participation in right of way costs by ELMHURST is \$26,000.00, and that any costs in excess of this amount shall be borne 100% by VILLA PARK.
22. The STATE agrees to provide contract construction administration and general supervision of the resident engineer.
23. VILLA PARK agrees to maintain all PROJECT records and to make them available for review and/or audit by STATE and Federal personnel during the PROJECT development and construction stages, and to retain said records for a period of three (3) years after final acceptance of the PROJECT.

VILLA PARK further agrees to furnish the construction records to the STATE for documentation review and retention for Federal audit purposes until the close of the calendar year during which construction is completed, at which time the records will be returned to VILLA PARK for completion of the period of retention.

24. The parties hereto mutually agree that failure on the part of either VILLA PARK or ELMHURST to fulfill the responsibilities covered in Items 6, 7, 8, 9, 12, 13, 14, 15 and 16 of this Agreement will render that municipality ineligible for Federal-aid participation in future highway projects for which it has similar responsibilities, for as long as such failures remain uncorrected.
25. This Agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded prior to January 1, 1981.

26. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

ATTEST:

VILLAGE OF VILLA PARK

Margaret E. Lester  
VILLAGE CLERK

By William B. Williams  
PRESIDENT

S E A L

2 April, 1979.

ATTEST:

CITY OF ELMHURST

Barbara J. Lent  
CITY CLERK

By Al Jant  
MAYOR

S E A L

\_\_\_\_\_, 19\_\_\_\_.

STATE OF ILLINOIS,  
DEPARTMENT OF TRANSPORTATION

By W. W. Mononey  
DIRECTOR OF HIGHWAYS

April 24, 1979.

STATE OF ILLINOIS 76-33

Construction

# RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE "EXHIBIT A"

BE IT RESOLVED, by the President and Board of Trustees of the  
Council or President and Board of Trustees  
Village of Villa Park, Illinois  
City, Town, or Village

that the following described street(s) be improved under the Illinois Highway Code:

| Name of Thoroughfare | Arterial Street or Route | From                   | To             |
|----------------------|--------------------------|------------------------|----------------|
| St. Charles Road     | (FAS 1139<br>SA #7       | Salt Creek             | Westmore Ave.  |
| Villa Ave.           |                          | 300' N. of St. Charles | Rd. Wildwood   |
| Ardmore Ave.         | SA #32                   | 300' N. of St. Charles | Rd. Kenilworth |
|                      |                          |                        |                |
|                      |                          |                        |                |
|                      |                          |                        |                |

BE IT FURTHER RESOLVED,

1. That the proposed improvement consist of widening and construction of a rigid concrete pavement on St. Charles Road in Villa Park for a distance of about 8400 feet.  
Similar improvement will be made on Villa Ave. and Ardmore Ave. including the installation of overhead traffic signals along St. Charles Road at Villa Ave., Ardmore Ave., Addison Road and Westmore Ave.

new construction will be within Right-of-Way 66 feet wide

and shall be designated as Section 76-00045-00RP XXXX

2. That there is hereby appropriated the sum of One Hundred fifty thousand  
Dollars (\$ 150,000) for the  
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That said work shall be done by Contract XXXX; and,  
(Specify Contract or Day Labor)

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the Department of Public Works and Buildings, Division of Highways, through its District Engineer.

APPROVED

SEP 7 1976

Transportation  
Dept. of Transportation  
 Division of Highways

XXXX  
I, Mrs. Joan K. Maynor, Village Clerk  
XXXX  
(City, Town, or Village)

in and for the Village of Villa Park  
(City, Town, or Village)

County of DuPage, hereby certify the foregoing  
 to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees at a meeting on  
(Council or President and Board of Trustees)

July 26, 1976

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

27 day of July, A.D. 1976.

(SEAL)

Joan K. Maynor  
Village Clerk.  
(City, Town, or Village)

Signature of District Engineer  
Director

R E S O L U T I O N 77- /

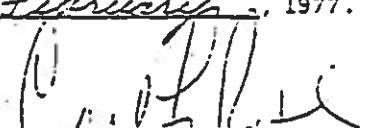
WHEREAS, under the agreement with the State of Illinois, acting by and through its Department of Transportation, for the improvement of St. Charles Road, known as FAUS Project M-5003 (27), the total estimated cost to Villa Park has been estimated at about \$239,545; and

WHEREAS, the Village of Villa Park has passed Resolution 76-23 appropriating \$150,000 from the municipality's allotment of Motor Fuel Tax Funds, dated July 26, 1976, for the construction of said project; and

WHEREAS, supplemental funds will be required from the Village of Villa Park for their share of the construction cost of said project;

THEREFORE, be it resolved by the President and Board of Trustees, the governing body, that the Village of Villa Park agrees to provide necessary supplemental funds from the Capital Projects Fund or Motor Fuel Tax Funds, to be decided when final costs are allocated by the State of Illinois.

Resolved this 7<sup>th</sup> day of February, 1977.

  
Carl E. Roth, President  
Village of Villa Park

Certified to be a true and accurate copy, passed and adopted on the above date.

  
Margaret E. Roth  
Village Clerk

# RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE

BE IT RESOLVED, by the President and Board of Trustees of the  
Council or President and Board of Trustees  
Village of Villa Park, Illinois

that the following described street(s) be improved under the Illinois Highway Code:

| Name of Thoroughfare | Arterial Street or Route | From                       | To              |
|----------------------|--------------------------|----------------------------|-----------------|
| St. Charles Road     | FAS 1139<br>SA #7        | Salt Creek                 | Westmore Avenue |
| Villa Avenue         |                          | 300' N. of St. Charles Rd. | Wildwood        |
| Ardmore Avenue       | SA #32                   | 300' N. of St. Charles Rd. | Kenilworth      |
|                      |                          |                            |                 |
|                      |                          |                            |                 |

BE IT FURTHER RESOLVED,

1. That the proposed improvement consist of widening and reconstruction of St. Charles Road from Salt Creek to Westmore Avenue along with traffic control signals at Villa Avenue, Ardmore Avenue, Addison Road and Westmore Avenue.

new construction will be within right-of-way 66 feet wide and shall be designated as Section 76-00045-00RP XX8.

2. That there is hereby appropriated the sum of One Hundred Fifty Thousand Dollars (\$ 150,000) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That said work shall be done by Contract; and,  
(Specify Contract or Day Labor)

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the Department of Public Works and Buildings, Division of Highways, through its District Engineer.

APPROVED

APR 17 1978

Dept. of Public Works and Buildings  
Division of Highways

*Sigmond C. Chojewski*  
Chief Highway Engineer  
Dist.

~~XXX~~  
I, ~~XXX~~ Margaret E. Loftus, Village Clerk  
Mrs. (City, Town, or Village)

in and for the Village of Villa Park,  
(City, Town, or Village)

County of DuPage, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees at a meeting on March 27, 1978.  
(Council or President and Board of Trustees)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27<sup>th</sup> day of March, A.D. 1978.

(SEAL)

*Margaret E. Loftus*  
Village Clerk.  
(City, Town, or Village)

STATE OF ILLINOIS

*Resolution 78-21*  
ConstructionRESOLUTION FOR IMPROVEMENT BY MUNICIPALITY  
UNDER THE ILLINOIS HIGHWAY CODEBE IT RESOLVED, by the President and Board of Trustees of the  
Council of President and Board of Trustees  
Village of Villa Park, Illinois  
City, Town, or Village

that the following described street(s) be improved under the Illinois Highway Code:

| Name of Thoroughfare | Arterial Street or Route | From                       | To              |
|----------------------|--------------------------|----------------------------|-----------------|
| St. Charles Road     | FAS 1139<br>SA #7        | Salt Creek                 | Westmore Avenue |
| Villa Avenue         |                          | 300' N. of St. Charles Rd. | Wildwood        |
| Ardmore Avenue       | SA #32                   | 300' N. of St. Charles Rd. | Kenilworth      |
|                      |                          |                            |                 |
|                      |                          |                            |                 |
|                      |                          |                            |                 |

BE IT FURTHER RESOLVED,

1. That the proposed improvement consist of widening and reconstruction of St. Charles Road from  
Salt Creek to Westmore Avenue along with traffic control signals at Villa Avenue, Ardmore  
Avenue, Addison Road and Westmore Avenue.new construction will be within right-of-way 56 feet wide  
and shall be designated as Section 76-00045-00RP XXS.2. That there is hereby appropriated the sum of Two Hundred Thousand  
Dollars (\$ 200,000) for the  
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.3. That said work shall be done by \_\_\_\_\_; and,  
(Specify Contract or Day Labor)BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to  
the Department of Public Works and Buildings, Division of Highways, through its District Engineer.

APPROVED

JAN 5 1979

19\_\_\_\_\_  
Dept. of Public Works and Buildings  
Division of Highways*[Signature]*  
District Engineer  
Dist.~~XXX~~  
I, ~~Mrs.~~  
~~Mrs.~~Margaret E. LoftusVillage

Clerk

(City, Town, or Village)

in and for the Village of Villa Park,  
(City, Town, or Village)County of DuPage, hereby certify the foregoing  
to be a true, perfect and complete copy of a resolution adopted by the  
President and Board of Trustees at a meeting on  
(Council of President and Board of Trustees)27 December, 1978.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

27<sup>th</sup> day of December, A.D. 1978.

(SEAL)

*[Signature]*  
Village Clerk.  
(City, Town, or Village)

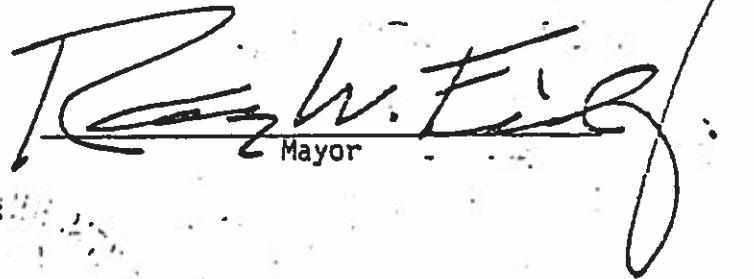
R-84-76  
RESOLUTION

WHEREAS, the City of Elmhurst has entered into an agreement with the Villages of Villa Park and Lombard, the County of DuPage, and the State of Illinois for the improvement of St. Charles Road between Illinois Route 83 and Westmore Avenue, known as FAUS project M-5003 (27);

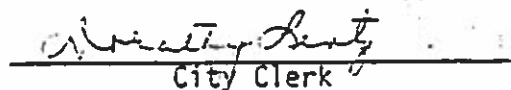
WHEREAS, in compliance with the aforementioned agreement it is necessary for the City to appropriate sufficient funds to pay for its share of the cost of the improvements;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL, OF THE CITY OF ELMHURST, DU PAGE COUNTY, ILLINOIS, that there is hereby appropriated the sum of Fifty one thousand, four hundred dollars (\$51,400.00) or so much therefore, as may be necessary from any money now, or hereinafter allotted to the City to pay its share of this improvement as provided in the agreement.

Approved this 17th day of November, 1976.

  
Mayor

Adopted this 15th  
day of November, 1976  
Ayes: 12 Nays: 0

  
City Clerk

" EXHIBIT B "

ORDINANCE NO. 1679

" EXHIBIT C "

AN ORDINANCE AMENDING THE TRAFFIC ORDINANCE  
OF THE VILLAGE OF VILLA PARK

WHEREAS, the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois have heretofore adopted Ordinance 791 otherwise known as the Traffic Ordinance of the Village of Villa Park; and

WHEREAS, the Traffic and Safety Commission of the Village of Villa Park has recommended that said ordinance be amended as hereinafter set forth; and

WHEREAS, the President and Board of Trustees of the Village of Villa Park concur with said recommendation,

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois as follows:

Section 1: That Parking be prohibited on St. Charles Road (S.A. Route 7) on the North side of St. Charles Road and on the South side of St. Charles Road from the East of the Village limits and from the West at the Village limits at all times.

Section 2: That parking be prohibited on Ardmore Avenue (S.A. Route 32) from Sunset Drive to Schiller Street on both sides of the street.

Section 3: That the Village Manager is authorized and directed to direct the Public Works Director to post the appropriate signs in compliance with this ordinance.

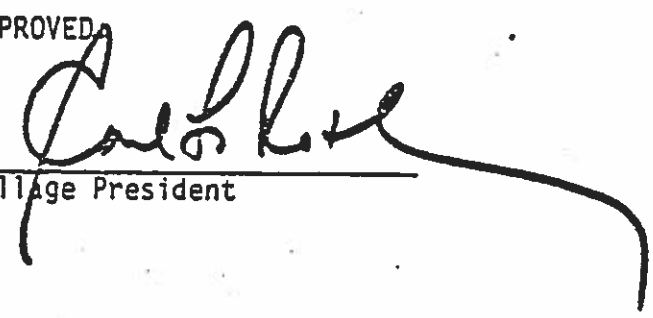
Section 4: The validity or invalidity of any section of this ordinance shall not affect the validity or invalidity of any section of any other section.

Section 5: This ordinance shall be in full force and effect from and after its passage pursuant to law.

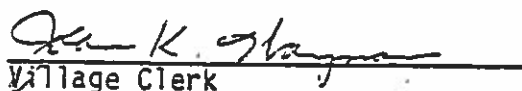
Section 6: Anyone violating this ordinance or any part thereof shall be fined in a sum not to exceed \$500.00 (Five Hundred Dollars).

PASSED AND APPROVED this 17th day of November, 1976

APPROVED

  
Village President

ATTEST:

  
Village Clerk

" EXHIBIT C "

AYES: 6NAYS: 0

## " EXHIBIT D "

O-30-76

## AN ORDINANCE

DELINEATING THE PRESCRIBED PATTERN OF PARKING ALONG ST. CHARLES ROAD  
(F.A.U. ROUTE 1397, ELMHURST SECTION 76-00-113-00-RP)  
BETWEEN ILLINOIS ROUTE 83 AND VILLA AVENUE IN THE CITY OF ELMHURST

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL, CITY OF ELMHURST,  
DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1. All parking is prohibited along St. Charles Road  
between Illinois Route 83 and Villa Avenue within the City of Elmhurst.

SECTION 2. All parking on or immediately adjacent to the improve-  
ment known as FAU Project M-5003 (27) will be prohibited in the future  
as may be determined to be necessary by the State from traffic capacities.

SECTION 3. All ordinances or parts of ordinances in conflict with  
this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall remain in full force and effect  
from and after its passage and due publication according to law.

[Signature]  
Mayor

Passed this 20th

day of December, 1976

Ayes: 11 Nays: 0

[Signature]  
City Clerk

Copies To All  
Elected Officials

11-30-76

"EXHIBIT D"

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DU PAGE )

I, DOROTHY LENTZ, NEPESE CERTIFY that I am the duly elected, qualified and acting City Clerk of the City of Elmhurst, DuPage County Illinois, a municipal corporation, and the keeper of its seal and records.

I HEREBY FURTHER CERTIFY that the attached document is a true and correct copy of Ordinance 0-30-76 entitled Delineating Parking Along St. Charles Road Between Route 83 and Villa Avenue

now on file in my office at 119 Schiller Street, Elmhurst, Illinois.

I HEREBY FURTHER CERTIFY that said Ordinance was passed by the City Council of said City of Elmhurst on the 20 day of December 1976, and that the vote of said City Council on the question of the passage of said ordinance was taken by ayes and nays and duly recorded in the minutes of the proceedings of said City Council, and that the result of said vote so taken was as follows: Ayes: 11 Nays: 0

I FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the true and lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Elmhurst aforesaid, at said City, in the County and State aforesaid, this 22nd day of December, 1976.

Dorothy Dent  
City Clerk

STATE OF ILLINOIS )  
VILLAGE OF VILLA PARK ) SS

" EXHIBIT M "

ORDINANCE NO. 1677

AN ORDINANCE  
PROHIBITING THE DISCHARGE OF SANITARY  
AND INDUSTRIAL WASTE WATER

BE IT ORDAINED by the Village Board of Villa Park, Illinois:

Section 1: It shall be unlawful for any person, firm or corporation to discharge or permit or cause to be discharged sanitary and industrial waste water into any storm sewers constructed as part of the improvement of Ardmore Avenue (S.A. Route 32) between Sunset Drive and Schiller Street.

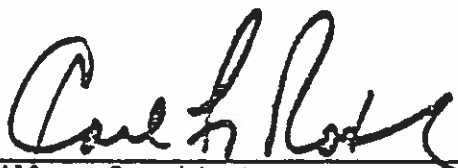
Section 2: It shall be unlawful for any person, firm or corporation to discharge or permit or cause to be discharged sanitary and industrial waste water into any storm sewers constructed as part of the improvement to St. Charles Road (S.A. Route 7.) within the corporate boundaries of the Village of Villa Park.

Section 3: Any person, firm or corporation violating the provisions of this ordinance shall be fined not more than \$500.00 for each offense.

Section 4: That all ordinances or parts of ordinances in conflict with this ordinance be and the same are hereby repealed.

Section 5: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED: This 11<sup>th</sup> day of November, 1976

  
Village President

ATTEST:

  
Village Clerk

" EXHIBIT E "

6 AYES

0 NAYS

0 ABSENT

" EXHIBIT F "

42

O-29-76

## AN ORDINANCE

PROHIBITING THE CONNECTION OF SANITARY AND INDUSTRIAL WASTE SEWERS  
TO STORM WATER DRAINAGE SYSTEMS ALONG ST. CHARLES ROAD  
(F.A.U. ROUTE 1397, ELMHURST SECTION 76-00113-00-RP)

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
ELMHURST, DU PAGE COUNTY, ILLINOIS as follows:

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, to any storm water drainage system constructed as part of the improvement of St. Charles Road between Illinois Route 83 and Villa Avenue in the City of Elmhurst.

SECTION 2. All ordinances or parts of ordinances in conflict with this ordinance is hereby repealed to the extent of such conflict.

SECTION 3. This ordinance shall remain in full force and effect from and after its passage and due publication according to law.

Robert F. ...  
Mayor

Passed this 25th  
day of December, 1976  
Ayes: 11 Nays: 0

Anthony Lentz  
City Clerk

Charles ...  
11-30-76

" EXHIBIT F "

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF DU PAGE )

I, DOROTHY LENTZ, HEREBY CERTIFY that I am the duly elected, qualified and acting City Clerk of the City of Elmhurst, DuPage County Illinois, a municipal corporation, and the keeper of its seal and records.

I HEREBY FURTHER CERTIFY that the attached document is a true and correct copy of Ordinance 0-29-76 entitled Prohibiting Connection to Storm Water Drainage Systems Along St. Charles Road

now on file in my office at 119 Schiller Street, Elmhurst, Illinois.

I HEREBY FURTHER CERTIFY that said Ordinance was passed by the City Council of said City of Elmhurst on the 20th day of December 1976, and that the vote of said City Council on the question of the passage of said ordinance was taken by ayes and nays and duly recorded in the minutes of the proceedings of said City Council, and that the result of said vote so taken was as follows: Ayes: 11 Nays: 0

I FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the true and lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Elmhurst aforesaid, at said City, in the County and State aforesaid, this 22nd day of December, 19 76.

Dorothy Lentz  
 City Clerk

ORDINANCE NO. 1678

"EXHIBIT G"

AN ORDINANCE REGULATING ENCROACHMENT  
ON PUBLIC RIGHT OF WAY IN THE VILLAGE OF VILLA PARK  
DUPAGE COUNTY, ILLINOIS

WHEREAS, The Village of Villa Park, hereinafter known as the VILLAGE, and the State of Illinois, acting by and through its Department of Transportation, Division of Highways, have entered into an understanding relative to the improvement of Ardmore Avenue (S.A. Route 32) from Sunset Drive to Schiller Street and St. Charles Road (S.A. Route 7) from the East at the Village limits and to the West at the Village limits.

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

Roadway Right of Way is defined as those area 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;

Project Right of Way is defined as those areas within the project right of way lines established jointly by the Village and State, which will be free of encroachments except as hereinafter defined;

Encroachment is defined as any building, fence, sign or any other structure or object of any kind (with exception of utilities and public road signs), which is placed, located or maintained in, or, 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.

Permissible Encroachment is defined as any existing awning, marquee, advertising sign or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is a sidewalk extending to the building line and which does not impair the free and safe flow of traffic on the highway, the permissive retention of supported from poles constructed outside the project right of way line and not confined by adjacent buildings;

Construction Easement Area is defined as the area lying between the project right of way limits and the platted street limits within which the Village by concurrence in the establishment of the project right of way lines, will permit the State to enter to perform all necessary construction operations; and,

WHEREAS, representatives of the Village 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 Village of Villa Park, Dupage County, Illinois:

Section 1: It shall be unlawful for any person, firm or corporation to erect or cause to be erected, to retain or cause to be retained, any ENCROACHMENT (herein above defined), except as provided in Section 3, within the limits of 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 back of curb or shoulder line.

Section 3: Revocable permits have been issued by the Village for the temporary retention of the following PERMISSIBLE ENCROACHMENTS (herein above defined):

None

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 this ordinance shall be fined not less than three dollars (\$3.00) nor more than five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

Section 6: This ordinance shall be published 1 time (s) within 4 days after its passage, in a newspaper having a general circulation in the Village of Villa Park, Illinois, and shall be in full force and effect after its passage, publication and approval as provided by law.

PASSED AND APPROVED THIS 22<sup>nd</sup> DAY OF November 1976

Carl H. [Signature]  
Village President

ATTEST:

John K. [Signature]  
Village Clerk

6 AYES

0 NAYS

0 Absent

O-31-76

"EXHIBIT H"

## AN ORDINANCE

REGULATING ENCROACHMENT ON THE PUBLIC RIGHT OF WAY OF ST. CHARLES ROAD  
BETWEEN ILLINOIS ROUTE 83 AND VILLA AVENUE IN THE CITY OF ELMHURST,  
DU PAGE COUNTY, ILLINOIS

WHEREAS, the City of Elmhurst hereinafter known as the CITY, and the State of Illinois, acting by and through its Department of Transportation, Division of Highways, have entered into an understanding relative to the improvement of St. Charles Road (FAU Route 1579, Elmhurst Section 76-00113-00-RP) from Illinois Route 83 to Villa Avenue, in the City of Elmhurst, and;

WHEREAS, in order to facilitate said improvement it is necessary for the CITY 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 City and State, which will be free of encroachments except as hereinafter defined;
3. Encroachment is defined as any building, fence, sign or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located or 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, advertising sign or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is a sidewalk extending to the building line and which does not impair the free and safe flow of traffic on the highway, the permissive retention of overhanging signs is not to be 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 the City by concurrence in the establishment of the project right of way lines, will permit the State to enter to perform all necessary construction operations; and,

WHEREAS, representatives of the City 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 AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1. It shall be unlawful for any person, firm or corporation to erect or cause to be erected, to retain or cause to be retained, any ENCROACHMENT (herein above defined), except as provided in Section 3 within the limits of the project right of

SECTION 2. Project right of way lines have been established at the edge of sidewalk and back of curb.

SECTION 3. Revocable permits have been issued by the City for the temporary retention of the following PERMISSIBLE ENCROACHMENTS (herein above defined):

NONE

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 unless in direct conflict therewith.

SECTION 5. This ordinance shall remain in full force and effect from and after its passage and due publication according to law.

Ken L. Felt  
Mayor

Passed this 26th  
day of December, 1976  
Ayes: 11 Nays: 0

Dorothy Lent  
City Clerk

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF DU PAGE )

I, DOROTHY LENTZ, HEREBY CERTIFY that I am the duly elected, qualified and acting City Clerk of the City of Elmhurst, DuPage County Illinois, a municipal corporation, and the keeper of its seal and records.

I HEREBY FURTHER CERTIFY that the attached document is a true and correct copy of Ordinance 0-31-76 entitled Regulating Encroachment of Public Right-of-Way of St. Charles Road between Route 83 and Villa Avenue

now on file in my office at 119 Schiller Street, Elmhurst, Illinois.

I HEREBY FURTHER CERTIFY that said Ordinance was passed by the City Council of said City of Elmhurst on the 20th day of December, 19 76, and that the vote of said City Council on the question of the passage of said ordinance was taken by ayes and nays and duly recorded in the minutes of the proceedings of said City Council, and that the result of said vote so taken was as follows: Ayes: 11 Nays: 0

I FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the true and lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Elmhurst aforesaid, at said City, in the County and State aforesaid, this 22nd day of December, 19 76.

Dorothy Lentz  
 City Clerk

## "EXHIBIT I"

ORDINANCE 1840  
Incorporating Portions of St. Charles Road  
into the Municipal Street System of the  
Village of Villa Park

## WITNESSETH:

WHEREAS, the Village of Villa Park, a municipal corporation of the State of Illinois, will enter into an agreement with the State of Illinois, acting through its Department of Transportation, and by so doing will agree to the transfer of the jurisdiction of all of St. Charles Road (FAU Route No. 1397) extending from the west right of way line of Summit Avenue to the centerline of Villa Avenue, and of the south one-half of St. Charles Road extending from the centerline of Villa Avenue to the west abutment of the structure at Salt Creek, from the State Highway System to the Municipal Street System upon final acceptance by said Department of Transportation of the improvement to said route under the construction contract designated as FAUS PROJECT M-5003(27).

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Villa Park that all of St. Charles Road (FAU Route No. 1397) extending from the west right of way line of Summit Avenue to the centerline of Villa Avenue, and the south one-half of St. Charles Road extending from the centerline of Villa Avenue to the west abutment of the structure at Salt Creek, will be incorporated into and made a part of the Municipal Street System of this Village upon notification of its final acceptance of said FAUS PROJECT M-5003(27) by the Department of Transportation of the State of Illinois; and

FURTHER, the Clerk is hereby directed to transmit one (1) certified copy of this ordinance to the State of Illinois through its District Engineer's office at Schaumburg, Illinois.

PASSED AND APPROVED by the President and Board of Trustees  
 this 9<sup>th</sup> day of April, 1979.

William D. Williams  
 President of the Village of  
 Villa Park

ATTEST:

Margaret E. Lettner  
 Village Clerk of the Village of  
 Villa Park

AYES: 7 - Trustees, Bequaime, Harold Keating,  
Kronzel, Gierking, Watacki, President Williams  
 NAYS: 0  
 ABSENT: 0

## CERTIFICATE

I, Margaret E. Leftus, Village Clerk in and for the Village of Villa Park, in the County of DuPage and the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance passed by the President and Board of Trustees of the Village of Villa Park at its Regular Board meeting held at Village Hall on 9. April, 1979.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Village at my office this 9<sup>th</sup> April, A.D., 1979.



Margaret E. Leftus  
VILLAGE CLERK

" EXHIBIT J "

AN ORDINANCE 0-28-76

INCORPORATING A PORTION OF ST.CHARLES ROAD  
 INTO THE MUNICIPAL STREET SYSTEM OF THE  
 CITY OF ELMHURST

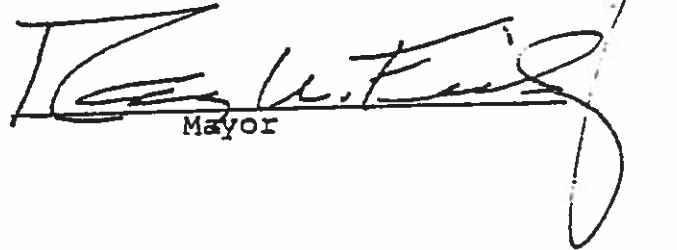
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WHEREAS, under date of November 15, 1976 the City of Elmhurst, a municipal corporation of the State of Illinois, petitioned the State of Illinois, through its Department of Transportation, to transfer the jurisdiction of all of St. Charles Road (FAU Route 1397) extending from Salt Creek to Illinois Route No. 83, and the north one-half of St. Charles Road extending from Villa Avenue to Salt Creek, from the State Highway System to the Municipal Street System upon final acceptance by said Department of Transportation of the improvement to said route under the construction contract designated as FAUS PROJECT M-5003(27);

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Elmhurst that all of St. Charles Road (FAU Route No. 1397) extending from Salt Creek to Illinois Route 83, and the north one-half of St. Charles Road extending from Villa Avenue to Salt Creek, will be incorporated into and made a part of the Municipal Street System of this City upon notification of its final acceptance of said FAUS PROJECT M-5003(27) by the Department of Transportation of the State of Illinois and

BE IT FURTHER ORDAINED that the Clerk is hereby directed to transmit one certified copy of this ordinance to the State of Illinois through its District Engineer's office at Schaumburg, Illinois

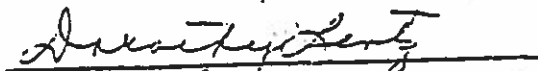
FURTHER, this ordinance shall be in full force and effect from and after its passage and publication according to law.

  
 Mayor

Passed this 6th day of

December 1976.

Ayes: 12 Nays: 0

  
 City Clerk

Published: 12-15-76



8 0 0 2 9 0 9 1  
Tx:40016629

FRED BUCHOLZ, RECORDER  
DUPAGE COUNTY ILLINOIS  
02/20/2019 03:50 PM  
RHSP

DOCUMENT # R2019-012226

Prepared by and return to:  
Forest Preserve District of  
DuPage County  
C/O Executive Director  
P.O. Box 5000  
Wheaton, IL 60189-5000

# VACANT LAND

P.I.N.: 06-03-415-008 (part)  
North side of St. Charles Road and  
West of Rte. 83

Elmhurst, IL 60126

## AN EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND CITY OF ELMHURST FOR BRIDGE IMPROVEMENTS AND AN EXISTING WATER MAIN AND STORM SEWER WITHIN A PORTION OF SALT CREEK GREENWAY FOREST PRESERVE

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "FOREST PRESERVE DISTRICT"), the City of Elmhurst, an Illinois municipal corporation (hereinafter referred to as "ELMHURST") and the Village of Villa Park, an Illinois municipal corporation (hereinafter referred to as "VILLA PARK"), pursuant to the attached Joinder, attached hereto and made a part hereof. The FOREST PRESERVE DISTRICT, ELMHURST and VILLA PARK are sometimes referred herein individually as a "Party" and collectively as the "Parties."

### WITNESSETH:

WHEREAS, the FOREST PRESERVE DISTRICT owns certain property commonly known as Salt Creek Greenway Forest Preserve (hereinafter referred to as "Salt Creek Greenway"); and

WHEREAS, ELMHURST and VILLA PARK are working cooperatively on the bridge reconstruction project of the existing St. Charles Road bridge over Salt Creek; and

WHEREAS, an AGREEMENT FOR FAUS PROJECT M-5003(27) between the State of Illinois, ELMHURST, and VILLA PARK, dated April 24, 1979, states in paragraph 12A that VILLA PARK agrees to maintain the Salt Creek Structure in its entirety; and

WHEREAS, ELMHURST has an existing water main and storm sewer North of St. Charles Road within a portion of Salt Creek Greenway; and

WHEREAS, ELMHURST requests the granting of a permanent easement to facilitate the reconstruction of the St. Charles Road bridge and for the installation and maintenance of sheet pilings by Villa Park all within a certain portion of Salt Creek Greenway ("Bridge Easement"); and

Mail Original To: Edward Kalina  
(Engineering Solutions Team)  
4708 S. Main Street, Suite 202  
Lisle, IL 60532

WHEREAS, ELMHURST also requests the granting of a permanent easement for the operation of and future maintenance of the existing water main and storm sewer located within a certain portion of Salt Creek Greenway ("Utility Line Easement"); and

WHEREAS, the FOREST PRESERVE DISTRICT and ELMHURST are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the "Transfer Act"; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, ELMHURST, pursuant to a duly passed ordinance, has determined that it is necessary to be granted permanent easements to facilitate the re-construction of the St. Charles Road bridge and by the installation and maintenance of sheet pilings by VILLA PARK and for the operation of and future maintenance of the existing water main and storm sewer by ELMHURST all within a certain portion of Salt Creek Greenway, such certain portions of Salt Creek Greenway are legally described and depicted in the attached **Exhibits "A", "B", and "C"** (hereinafter referred to as "Easement Premises"); and

WHEREAS, the FOREST PRESERVE DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant ELMHURST permanent easements subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the Parties agree as follows:

**1.0 INCORPORATION OF RECITALS**

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

**2.0 EASEMENTS GRANTED**

2.1 The FOREST PRESERVE DISTRICT hereby grants ELMHURST two non-exclusive, permanent easements subject to the terms and conditions as provided for in this Agreement. The Bridge Easement shall be fifteen (15) feet wide as measured from the north Right-of-Way line of St. Charles Road to facilitate the re-construction of the St. Charles Road bridge and for installation and maintenance of sheet pilings. The Utility Line Easement shall be twenty-five (25) feet wide as measured from the north Right-of-Way line of St. Charles Road for the operation of and future maintenance of the existing water main and storm sewer.

**3.0 SCOPE OF PROJECT**

3.1 VILLA PARK shall design, permit, construct and maintain the sheet pilings for the St. Charles Road bridge reconstruction project within and adjacent to the Salt Creek Greenway pursuant to this Agreement. Implementation of the bridge re-construction project shall be in accordance with the plan drawings (hereinafter referred to as the "Final Plan") prepared by V3 Companies. Pages 23 and 24 of the Final Plan are attached hereto as **Exhibit "D"** and depict the location of

the proposed sheet pilings. The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.

- 3.2 ELMHURST and VILLA PARK, in accordance with funding agreements with IDOT, shall pay all fees and costs necessary to design, permit, construct and implement the bridge re-construction project and as provided for in this Agreement.
- 3.3 ELMHURST or VILLA PARK shall notify the FOREST PRESERVE DISTRICT'S designated project representative (Kevin Stough, 630-933-7235) no less than five (5) business days prior to the first access to the Easement Premises. ELMHURST or VILLA PARK shall notify the FOREST PRESERVE DISTRICT no less than six (6) weeks prior to any future construction project within the Easement Premises related to the bridge, water main and storm sewer in accordance with the notice provisions in paragraph 11.0 herein. ELMHURST or VILLA PARK shall make any independent contractor accessing the Easement Premises aware of the terms and conditions of this Agreement.
- 3.4 ELMHURST or VILLA PARK shall notify the FOREST PRESERVE DISTRICT'S designated project representative within two (2) days after the completion of the restoration of the Easement Premises.

#### **4.0 EASEMENT FEE**

- 4.1 Given that ELMHURST paid for a portion of the purchase price of the underlying land encompassing the Easement Premises, the long existence of the water main and storm sewer, and that ELMHURST has continued to maintain the water main and storm sewer in a quality manner at their sole cost, the easement fee is hereby waived.

#### **5.0 ST. CHARLES ROAD BRIDGE PERMITS AND APPROVALS**

- 5.1 VILLA PARK shall complete the design of the bridge re-construction project, including all plan sets, drawings, specifications and cost estimates. ELMHURST and VILLA PARK agree to cooperate with the FOREST PRESERVE DISTRICT regarding any significant proposed changes, alterations, or modifications to the Final Plans including, but not limited to any field adjustments or change orders, by providing reasonable advance notification and opportunity for review and comment.
- 5.2 VILLA PARK shall obtain all necessary permits or other approvals required for the bridge re-construction project. VILLA PARK shall also comply with all applicable federal, state and local laws, rules and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the Easement Premises or exercises any rights conferred under this Agreement.
- 5.3 VILLA PARK agrees to provide the FOREST PRESERVE DISTRICT with as-built record drawings of the bridge re-construction project within ninety (90) days following completion of the bridge re-construction project.

#### **6.0 INSURANCE**

- 6.1 Before commencing with access to and work activities within the respective Easement Premises, VILLA PARK, for the construction and/or maintenance of the bridge improvements for the St. Charles Road Bridge, and ELMHURST, for the maintenance, repair and /or replacement of the watermain and storm sewer, and each contractor engaged to perform any work on the respective Easement Premises shall obtain the following insurance coverages, which shall be maintained in force until the FOREST PRESERVE DISTRICT has accepted the restoration work within the

Easement Premises:

- (a) Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.
- (b) Employer's Liability Insurance with limits as required by the applicable statutes of the State of Illinois.
- (c) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence bodily injury/ property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The Commercial General Liability policy shall include, but not be limited to, the following:
  - (i) premises/operations coverage;
  - (ii) products/completed operations coverage;
  - (iii) contractual liability coverage (specifically covering the indemnification obligations referred to in paragraph 9);
  - (iv) personal injury coverage (with the employment exclusion deleted);
  - (v) broad form property damage coverage;
  - (vi) explosion, collapse and underground coverage; and
  - (vii) independent contractor liability coverage.
- (d) Comprehensive Motor Vehicle Liability Insurance with limits of not less than \$2,000,000 each accident bodily injury/property damage combined single limit.

The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the FOREST PRESERVE DISTRICT as additional insured.

- 6.2 The coverage limits specified in subparagraphs (c) and (d) may be satisfied through a combination of primary and excess insurance. The foregoing insurance coverages shall be provided by companies authorized to transact business in the State of Illinois and with a "Best" rating of "A" or higher. ELMHURST, or VILLA PARK, as the case may be, for its respective work, and its contractors shall provide the FOREST PRESERVE DISTRICT with a Certificate of Insurance for each of the coverages specified above and, if requested, copies of the policies issued by the insurers prior to the commencement of any work on the Easement Premises. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least 30 days' prior written notice to the FOREST PRESERVE DISTRICT. ELMHURST, or VILLA PARK, as the case may be, for its respective work, shall not allow any contractor to commence work on the Easement Premises until all the insurance coverages required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the FOREST PRESERVE DISTRICT. Each contract between ELMHURST, or VILLA PARK, as the case may be, for its respective work, and a contractor performing work on the Easement Premises shall provide that the FOREST PRESERVE DISTRICT is intended as a third-party beneficiary of the insurance obligation that is required of the contractor under this paragraph.
- 6.3 ELMHURST and VILLA PARK, as the case may be, for its respective improvements, shall procure and maintain a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the Easement Premises. The policy shall (a) provide "occurrence" based coverage; (b) be issued by a company authorized to transact business in this State under the Illinois Insurance Code and acceptable to the FOREST PRESERVE DISTRICT; (c) include an endorsement naming the FOREST PRESERVE DISTRICT as an additional insured; (d) include contractual liability

coverage; and (e) not be subject to cancellation or modification without at least 30 days' written notice to the FOREST PRESERVE DISTRICT, unless otherwise agreed to in writing between the FOREST PRESERVE DISTRICT and ELMHURST or VILLA PARK. ELMHURST and VILLA PARK, as the case may be, for its respective improvements, shall provide evidence of said insurance coverage upon request by furnishing the FOREST PRESERVE DISTRICT with a current Certificate of Insurance and, if requested, a certified copy of the policy issued by the insurer.

**7.0 CONSTRUCTION ACTIVITY**

- 7.1 All construction activities shall be confined to the Easement Premises. No construction personnel or equipment shall be permitted outside the Easement Premises while engaged in construction activities.
- 7.3 The FOREST PRESERVE DISTRICT shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the bridge re-construction project. In no event shall the FOREST PRESERVE DISTRICT be responsible for or have any obligation with respect to the safety of any person performing work on the Easement Premises, including, but not limited to, the employees of ELMHURST or VILLA PARK or of any contractor, subcontractor, agent or consultant.
- 7.4 ELMHURST or VILLA PARK shall maintain the Easement Premises, the Bridge Easement by Villa Park and the Utility Line Easement by Elmhurst, in accordance with applicable safety rules and regulations.
- 7.5 In the event ELMHURST or VILLA PARK, its employees or agents, or any contractor or subcontractor engaged to perform work on the Easement Premises causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof, ELMHURST or VILLA PARK shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at current replacement costs as reasonably determined by the FOREST PRESERVE DISTRICT for all material, labor and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair, ELMHURST or VILLA PARK shall pay the FOREST PRESERVE DISTRICT an amount equal to 15 percent of the cost of restoration and repair for administrative and supervision expenses.

**8.0 RESTORATION**

- 8.1 Following completion of the bridge re-construction project, all areas affected or disturbed within the Easement Premises shall be properly restored by VILLA PARK. In order to ensure that all affected areas are properly restored, including any damage occurring outside the boundaries of the Easement Premises, ELMHURST or VILLA PARK shall pay a restoration deposit of \$1,000.00 prior to execution of this Agreement by the FOREST PRESERVE DISTRICT. All restoration shall be subject to the approval of the FOREST PRESERVE DISTRICT'S Executive Director. ELMHURST'S or VILLA PARK'S restoration deposit shall be refunded, without interest, upon the satisfactory performance of the restoration of the Easement Premises and the acceptance thereof by the FOREST PRESERVE DISTRICT.
- 8.2 If ELMHURST or VILLA PARK fails to properly restore the Easement Premises within 30 days of service of the FOREST PRESERVE DISTRICT'S written demand for the restoration work, the FOREST PRESERVE DISTRICT shall have the right to take such action as it deems

necessary to perform the restoration or corrective work, which shall include the authority to (a) perform the work with its own personnel and (b) engage the services of an independent contractor to perform the work. If the costs and expenses incurred by the FOREST PRESERVE DISTRICT in repairing the damage exceed the amount of the restoration deposit provided to the FOREST PRESERVE DISTRICT, ELMHURST or VILLA PARK shall reimburse the FOREST PRESERVE DISTRICT for costs associated with said restoration or corrective work within 30 days of service of the FOREST PRESERVE DISTRICT's written demand for payment.

**9.0 INDEMNIFICATION**

- 9.1 To the extent permitted by law, ELMHURST, with respect to the Utilities Easement, or VILLA PARK, with respect to the Bridge Easement, shall defend, save, and hold harmless the FOREST PRESERVE DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses, damages and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the construction activities, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of ELMHURST, solely with respect to the Utility Easement, or VILLA PARK, solely with respect to the Bridge Easement, or its contractors, subcontractors, engineers, consultants, employees, or agents.
- 9.2 To the extent permitted by law, ELMHURST, with respect to the Utilities Easement, or VILLA PARK, with respect to the Bridge Easement, shall also defend, save, hold harmless and indemnify the FOREST PRESERVE DISTRICT from any and all claims, liabilities, causes of action, losses and damages that may arise or be claimed by any person or entity for bodily injury, sickness, death or property damage, or for any other claim or suit of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, any defect in the new bridge, in the case of VILLA PARK, and existing water main and storm sewer, in the case of Elmhurst, caused by defective materials, workmanship or construction methods.
- 9.3 The obligation on the part of ELMHURST, with respect to the Utilities Easement, or VILLA PARK, with respect to the Bridge Easement, to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT is perpetual.
- 9.4 ELMHURST, with respect to the Utilities Easement, or VILLA PARK, with respect to the Bridge Easement, shall require each contractor who performs any work, on behalf of either ELMHURST or VILLA PARK, respectively, in that portion of the Easement Premises, to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT to the same extent as required of the ELMHURST or VILLA PARK, as the case may be, under paragraph 9.0, and ELMHURST or VILLA PARK shall include in all of its contracts a statement expressly declaring the FOREST PRESERVE DISTRICT to be a third-party beneficiary of the indemnification provision.
- 9.5 ELMHURST, with respect to the Utilities Easement, or VILLA PARK, with respect to the Bridge Easement, shall promptly pay all costs and expenses relating to any and all work within that portion of the Easement Premises, for its respective work, and shall not allow any liens on FOREST PRESERVE DISTRICT property as a result of the work. To the extent permitted by law, ELMHURST, with respect to the Utilities Easement, or VILLA PARK, with respect to the Bridge Easement, shall defend, indemnify and hold the FOREST PRESERVE DISTRICT

harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

**10.0 BREACH OF AGREEMENT**

- 10.1 If a Party reasonably believes that a breach of this Agreement has occurred or is occurring, the Party shall serve written notice thereof upon the Party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The Party alleged to have committed the breach shall have 30 days within which to cure the violation. If the Party in violation fails to cure the breach within the 30-day period, the FOREST PRESERVE DISTRICT may pursue monetary damages or specific performance provided that the 30-day cure period shall be extended for a reasonable time the Party has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action. Given the importance of the bridge re-construction project to public health and safety and given the nature and scope of the bridge re-construction project, remedies available to the FOREST PRESERVE DISTRICT do not and shall not include termination of this Agreement or prevention of access to the Easement Premises.
- 10.2 Action by any Party to enforce this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding Paragraph 10.1.
- 10.3 A waiver by a Party of any breach of one or more of the terms of this Agreement on the part of the other Party shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a Party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a Party from enforcing full compliance with the provisions set forth herein. No delay, failure or omission of a Party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the Parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges and remedies given the Parties under this Agreement and by law shall be cumulative.

**11.0 NOTICES**

- 11.1 All notices required to be given under the terms of this Agreement shall be in writing and served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the FOREST PRESERVE DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served upon ELMHURST shall be directed to the City Manager, City of Elmhurst, 209 N. York Street, Elmhurst, Illinois 60126. Notices served upon VILLA PARK shall be directed to Village Manager, Village of Villa Park, 20 South Ardmore Avenue, Villa Park, Illinois 60181. Notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Notwithstanding anything to the contrary, any notice by a Party alleging a breach of this Agreement shall be by certified or registered mail as set forth above. Any Party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

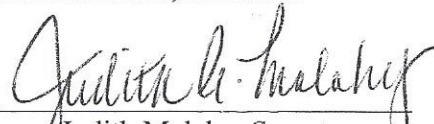
**12.0 MISCELLANEOUS TERMS**

- 12.1 All rights, title and privileges herein granted, including all benefits and burdens, shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns. ELMHURST transfers and assigns the Bridge Easement and all of ELMHURST's obligations as described in this Agreement within the Bridge Easement to VILLA PARK and VILLA PARK accepts the transfer and assignment of the Bridge Easement from ELMHURST and all of ELMHURST's obligations as described in this Agreement within the Bridge Easement and the City is hereby released from any and all duties and obligations with regard to the Bridge Easement.
- 12.2 The FOREST PRESERVE DISTRICT hereby reserves the right to use, or permit to be used, the Easement Premises in any manner that will not prevent or materially interfere with the exercise by a Party of the rights granted herein.
- 12.3 If any Party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.
- 12.4 ELMHURST shall be responsible for recording this Agreement, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the FOREST PRESERVE DISTRICT with a recorded copy.
- 12.5 The provisions set forth herein represent the entire agreement between the Parties and supersede any previous oral or written agreements, as it is the intent of the Parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all Parties.
- 12.6 This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 12.7 This Agreement shall be executed in duplicate, and each Party shall retain a fully executed original, all of which shall be deemed to be one Agreement.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates stated below.

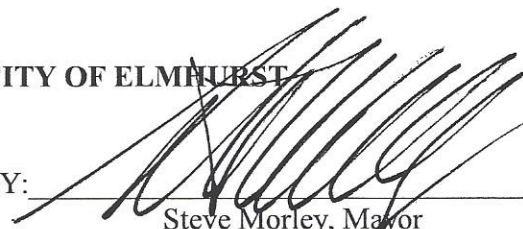
**FOREST PRESERVE DISTRICT OF  
DU PAGE COUNTY**

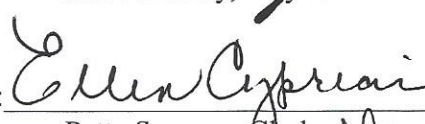
BY:   
Daniel Hebreard, President

ATTEST:   
Judith Malahy, Secretary

Date signed: 2/20/19

**CITY OF ELMHURST**

BY:   
Steve Morley, Mayor

ATTEST:   
Patty Spencer, Clerk Deputy

Date signed: 2/19/19

**VILLAGE OF VILLA PARK EASEMENT JOINDER**

This Joinder executed this 18 day of FEBRUARY, 2019, by the VILLAGE OF VILLA PARK ("Villa Park") to that certain attached Easement Agreement Between the Forest Preserve District of DuPage County and City of Elmhurst for Bridge Improvements and an Existing Water Main and Storm Sewer Within a Portion of Salt Creek Greenway Forest Preserve ("Easement Agreement"), hereby approves and consents for the purpose of Villa Park being obligated to undertake and perform any and all duties and obligations referenced in the attached Easement Agreement, as applicable to the Bridge Easement, including but not limited to the applicable provision of part of or all of Sections 3.0, 5.0, 6.0, 7.0, 8.0, 9.0, and 12.1.

VILLAGE OF VILLA PARK

BY: Albert Bulthuis  
Albert "Al" Bulthuis, Village President

ATTEST: Hosanna Korynecky  
Hosanna Korynecky, Clerk

Date signed: 2-18-19

## LEGAL DESCRIPTIONS

15-foot wide easement for bridge reconstruction, installation of bridge improvements (sheet pilings), and future bridge maintenance

That part of the Southeast Quarter of Section 3, Township 39 North, Range 11 East of the Third Principal Meridian, in York Township, DuPage County, Illinois, bearings and distances on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99995426; described as follows:

The South 15.00 feet of the West 200 feet of Lot 2 in Heine's Division of part of the Southeast Quarter of the Southeast Quarter of Section 3, Township 39 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded September 23, 1968 as document number R68-44007, in DuPage County, Illinois.

Said parcel containing 0.069 Acres, more or less.

25-foot wide easement for operation and future maintenance of existing water main and existing storm sewer

That part of the Southeast Quarter of Section 3, Township 39 North, Range 11 East of the Third Principal Meridian, in York Township, DuPage County, Illinois, bearings and distances on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99995426; described as follows:

The South 25.00 feet of the West 200 feet of Lot 2 in Heine's Division of part of the Southeast Quarter of the Southeast Quarter of Section 3, Township 39 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded September 23, 1968 as document number R68-44007, in DuPage County, Illinois.

Said parcel containing 0.115 Acres, more or less.

## LEGEND



NAIL SET

© 2000 Blackwell Science Ltd

PLATE OF HIGHWAYS

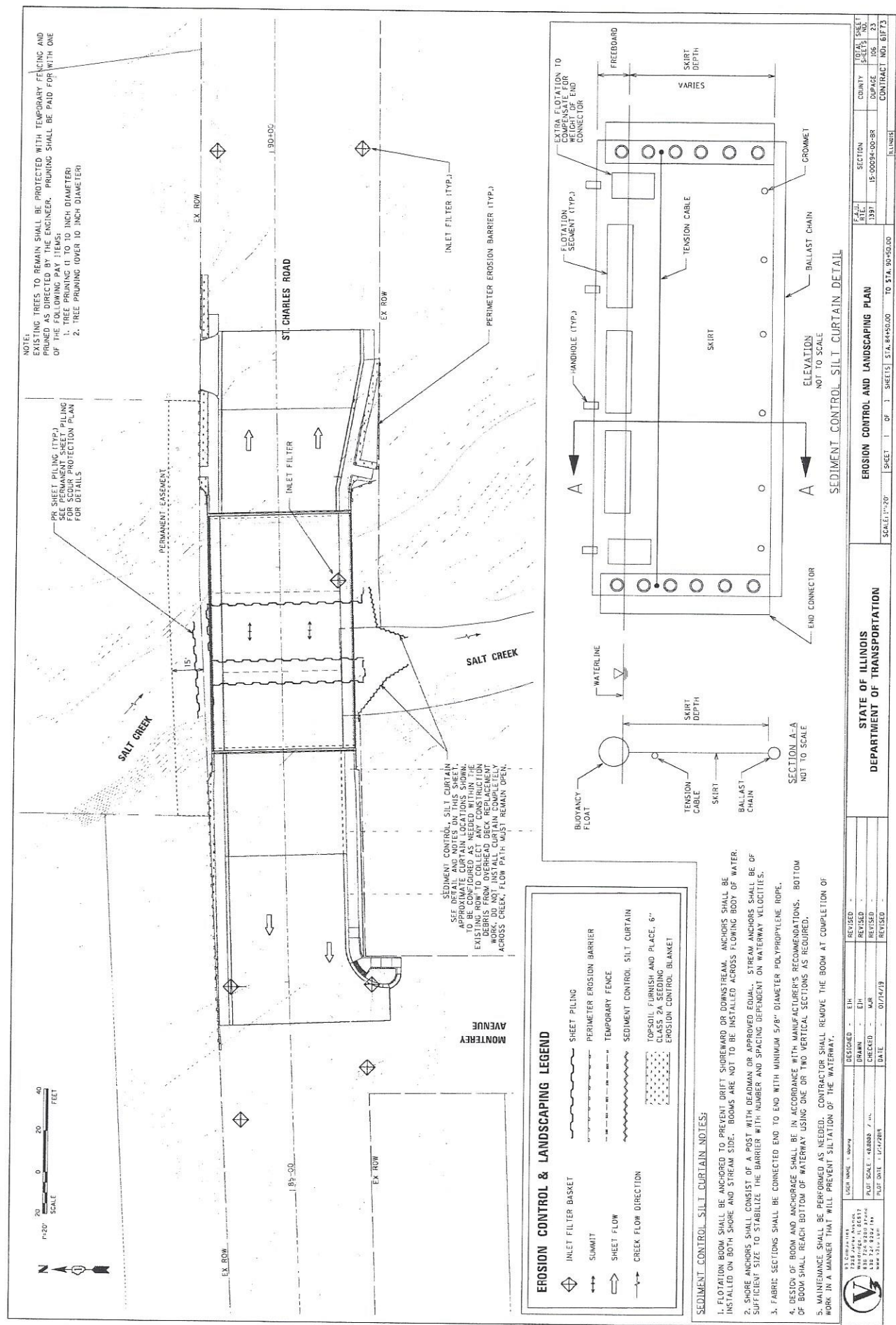
IDOT USE ONLY

| PROJECT COORDINATES                           |           |        |             |             |
|-----------------------------------------------|-----------|--------|-------------|-------------|
| ILLINOIS STATE PLANE, EAST ZONE, NAD83 (2011) |           |        |             |             |
| POINT NO.                                     | STATION   | OFFSET | NORTHING    | EASTING     |
| 1                                             | 869-30.76 | -37.03 | 1020233.718 | 1084383.563 |
| 2                                             | 871-05.50 | -38.84 | 1020130.276 | 1084543.171 |
| 3                                             | 873-05.50 | -36.31 | 1020143.251 | 1084691.263 |
| 4                                             | 884-80.81 | -51.37 | 1020149.279 | 1084736.679 |
| 5                                             | 884-81.44 | -51.84 | 1020054.732 | 1084857.877 |
| 6                                             | 884-81.21 | -52.02 | 1020054.522 | 1084932.698 |

| PARCEL NUMBER | OWNER                                      | TOTAL TAXABLE ACRES | PART TAXING ACRES | ACRES IN EXISTING R.O.N. LOTS | REMAINDER ACRES | EASEMENT AREA ACRES | SQUARE FEET | PARCEL INDEX NUMBER |
|---------------|--------------------------------------------|---------------------|-------------------|-------------------------------|-----------------|---------------------|-------------|---------------------|
| 11 10001PE    | FOREST INSURANCE DISTRICT OF INDIAN COUNTY | 0.916               |                   |                               | 0.916           | 0.009               | 3,003       | 06-03-415-008       |

Exhibit "B"









# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

February 22, 2018

Mr. Richard Keehner, Jr.  
Village Manager  
Village of Villa Park  
20 South Ardmore Avenue  
Villa Park, IL 60181



Dear Mr. Keehner:

This is in response to your letter dated February 2, 2018 requesting that the Illinois Department of Transportation (Department) participate in the proposed improvements to the St. Charles Road Bridge over Salt Creek in the Village of Villa Park (Village). This will serve as a Letter of Intent between the Department and the Village outlining the State's anticipated financial participation in this locally initiated improvement.

St. Charles Road is a local road and is under the jurisdiction of the Village west of the bridge and the Village of Elmhurst east of the bridge. The existing bridge structure carrying St. Charles Road over Salt Creek (SN 022-6950) is under the Department's jurisdiction. Therefore, the anticipated state financial participation in this project will be based on the payable construction items on the state-owned structures as part of this locally initiated roadway improvement.

It is our understanding that the Village has already completed Phase I engineering. Additionally, the Village agrees to be the lead agency for the Phase II engineering and right-of-way acquisition. Since the Village is already engaged in pre-construction activities, the Department proposes to include the State financial participation in these activities in the proposed construction/CE cost, thereby reducing the local participation in the construction/CE.

It is our understanding that the Village has secured Major Bridge funds (STP-BR) with an 80% Federal and 20% Local cost participation. Based on the level of federal funding secured by the Village coupled with the aforementioned level of State financial participation, the Department's financial participation in the propose project will be approximately \$550,800 as indicated in the following table:

| Phase                       | Total Cost         | FHWA Cost          | Illinois Department of Transportation Cost | Village of Villa Park Cost | Village of Elmhurst Cost |
|-----------------------------|--------------------|--------------------|--------------------------------------------|----------------------------|--------------------------|
| Phase I Engineering         | \$278,800          | \$223,020 (80%)    |                                            | \$29,200                   | \$26,700                 |
| Phase II Engineering        | \$224,000          | \$179,200 (80%)    |                                            | \$23,300                   | \$21,500                 |
| Right-of-Way Acquisition    | \$100,000          | \$80,000 (80%)     |                                            | \$10,500                   | \$9,500                  |
| Construction                | \$2,585,000        | \$2,068,000 (80%)  | \$479,600                                  | \$19,400                   | \$18,000                 |
| Phase III Engineering (15%) | \$388,000          | \$310,400 (80%)    | \$71,200                                   | \$3,400                    | \$3,000                  |
| <b>TOTALS</b>               | <b>\$3,575,800</b> | <b>\$2,860,640</b> | <b>\$550,800</b>                           | <b>\$85,800</b>            | <b>\$78,700</b>          |

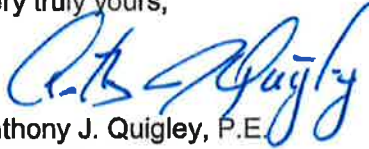
The Department's maximum financial participation in this locally initiated improvement shall not exceed \$550,800. Any increase in state financial participation must be requested in writing and approved prior to any additional expenditure. This will serve as Letter of Intent and will serve as a basis for the preparation of the future formal intergovernmental agreement for the improvement. The Department will make every effort to program the state financial participation in our Fiscal Year 2020, to coincide with the target Letting date. The Village will continue to act as the lead agency for this improvement and will continue to process this project through the Department's Bureau of Local Roads and Streets.

At the end of this letter, there is an area where you can state your concurrence to the state financial participation in this locally initiated improvement. Please indicate your concurrence and return an original signed copy of this letter at your earliest convenience.

Mr. Richard Keehner, Jr.  
February 22, 2018  
Page three

If you have any questions or need additional information, please contact me or Mike Sullivan, Area Programmer, at (847) 705-4078.

Very truly yours,



Anthony J. Quigley, P.E.  
Region One Engineer

cc: Albert Bulthuis, Village of Villa Park  
Vydas Juskelis, Village of Villa Park  
Jeremie Lukowicz, Village of Villa Park  
James Grabowski, City of Elmhurst

Concur: X

Do Not Concur: \_\_\_\_\_

Signature: Rich Keehner, Jr.

Title: Village Manager

Date: 3-5-2018

## Village Board of Trustees Agenda Item Report

Meeting Date: May 28, 2019

Submitted by: Kevin Mantels

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

---

### **Subject:**

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Agreement between the Village and the State of Illinois Department of Transportation for the Improvement of the St. Charles Road Bridge over Salt Creek and the Authorization and Appropriation of Funds for Project Costs in the Total Amount of \$46,200

### **Suggested Action:**

The St. Charles Road Bridge Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan. The project consists of the replacement of the bridge superstructure. Design is complete and the project has been bid. The total estimated cost of the project, including construction and construction engineering, is \$2,985,000. The Village expects to receive 80% federal funding for this project through the Illinois Special Bridge Program (ISBP), with a maximum federal share of \$2,388,000, and also expects to receive state funding in the amount of \$550,800. This would result in a local share of construction and construction engineering costs of \$46,200, which is budgeted in Street Improvement Fund account numbers 60.502.10.292 and 60.502.10.299. A Local Public Agency Agreement with IDOT to provide this funding is required in order to proceed with the contract award and construction of the project. A resolution approving the funding agreement and appropriating the Village's share of project costs is needed.

### **Background of Item:**

### **Financial Impact:**

### **Personnel Impact:**

### **Recommendation:**

### **Resolution:**

### **Attachments:**

[AGREEMENT - St Charles Bridge Funding Agreement](#)

[MEMO - St Charles Bridge Funding Agreement](#)

[CIP Listing - St Charles Bridge Funding Agreement](#)

IDOT Funding Letter - St Charles Bridge Funding Agreement

RESO - St Charles Bridge Funding Agreement

|                                                                                                                                                                                                 |                       |                |                               |                |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------|-------------------------------|----------------|------------------|
|  <b>Illinois Department of Transportation</b><br><b>Local Public Agency Agreement for Federal Participation</b> | Local Public Agency   | State Contract | Day Labor                     | Local Contract | RR Force Account |
|                                                                                                                                                                                                 | Village of Villa Park | X              |                               |                |                  |
|                                                                                                                                                                                                 | Section               | Fund Type      | ITEP, SRTS, or HSIP Number(s) |                |                  |
|                                                                                                                                                                                                 | 15-00094-00-BR        | ISBP(MBR)      |                               |                |                  |

|              |                |             |                |              |                |
|--------------|----------------|-------------|----------------|--------------|----------------|
| Construction |                | Engineering |                | Right-of-Way |                |
| Job Number   | Project Number | Job Number  | Project Number | Job Number   | Project Number |
| C-91-313-15  | N6MY(382)      |             |                |              |                |

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA**, approved by the **STATE** and the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

#### Location

Local Name St. Charles Road Route FAU 1397 Length 0.01 mi.  
Termini at Salt Creek

Current Jurisdiction State TIP Number 08-14-0034 Existing Structure No 022-6950

#### Project Description

Construction and construction engineering for the rehabilitation of existing Structure Number 022-6950 and appurtenant roadways, multi-use trail, and utilities.

#### Division of Cost

| Type of Work                   | ISBP         | %     | STATE      | %      | LPA       | %       | Total        |
|--------------------------------|--------------|-------|------------|--------|-----------|---------|--------------|
| Participating Construction     | 2,076,800    | ( * ) | 479,600    | ( ** ) | 39,600    | ( BAL ) | 2,596,000    |
| Non-Participating Construction |              | ( )   |            | ( )    |           | ( )     |              |
| Preliminary Engineering        |              | ( )   |            | ( )    |           | ( )     |              |
| Construction Engineering       | 311,200      | ( * ) | 71,200     | ( ** ) | 6,600     | ( BAL ) | 389,000      |
| Right of Way                   |              | ( )   |            | ( )    |           | ( )     |              |
| Railroads                      |              | ( )   |            | ( )    |           | ( )     |              |
| Utilities                      |              | ( )   |            | ( )    |           | ( )     |              |
| Materials                      |              |       |            |        |           |         |              |
| TOTAL                          | \$ 2,388,000 |       | \$ 550,800 |        | \$ 46,200 |         | \$ 2,985,000 |

\* Maximum FHWA (ISBP) participation 80% not to exceed \$2,388,000

\*\* Maximum State participation 100% not to exceed \$550,800

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

#### Local Public Agency Appropriation

By execution of this Agreement, the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

#### Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of **LPA** Obligation) \_\_\_\_\_  
METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
METHOD C---**LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, 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, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

### ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map. Number 2 – LPA Appropriation Resolution Number 3 - GATA Reporting Addendum

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

#### APPROVED

Local Public Agency

Albert Bulthuis

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is  
36-6006132 conducting business as a Governmental  
Entity.

DUNS Number 046573184

#### APPROVED

State of Illinois  
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Resolution No. \_\_\_\_\_

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,  
APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND THE STATE OF  
ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF  
ST. CHARLES ROAD BRIDGE OVER SALT CREEK AND THE AUTHORIZATION  
AND APPROPRIATION OF FUNDS FOR PROJECT COSTS**

(Section 15-00094-00-BR; Job Number C-91-313-15; Project Number N6MY(382))

**WHEREAS**, the Village of Villa Park (the “Village”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, the Village will be receiving State of Illinois (the “State”) and federal funding for certain improvements to St. Charles Road Bridge over Salt Creek, including construction and construction engineering costs (the “Project”) as contained in a Local Public Agency Agreement for Federal Participation (the “Agreement”) with the State of Illinois Department of Transportation; and,

**WHEREAS**, the State of Illinois Department of Transportation has proposed an Agreement that will establish the cost sharing for this project with the Village’s estimated local share being \$46,200.00; and,

**WHEREAS**, the Agreement requires the Village to authorize and appropriate sufficient funds to pay for the total cost of construction engineering and for the Village’s share of the construction cost of said Project.

**NOW THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

**Section 1:** That the *LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION* (Section 15-00094-00-BR; Job Number C-91-313-15; Project Number N6MY(382)), that is attached hereto and made a part hereof by reference as Exhibit A, between the State of Illinois Department of Transportation and the Village be and is hereby approved and the Village President is hereby authorized to execute said Agreement on behalf of the Village and any other such documents related to advancement and completion of this Project.

**Section 2:** That there is hereby authorized and appropriated the sum of Four-Hundred Twenty-Eight Thousand, Six-Hundred Dollars (\$428,600.00), or so much as may be needed, from any money now or hereinafter allotted to the Village, to pay its share of the cost of this Project as provided in the Agreement.

**Section 3:** That upon award of the contract for this Project, the Village shall pay the State its progress payments which are the Village’s share of the construction cost progress payments to the contractor.

**Section 4:** That the Village Clerk is hereby directed to transmit five certified copies of this resolution to the State of Illinois Department of Transportation through its Division of Transportation.

**Section 5:** That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

### **Addendum No. 3**

#### **Grant Accountability and Transparency Act (GATA)**

##### **Required Uniform Reporting**

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's [BoBS 2832](#) form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**PLEASE NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx> )

INTERGOVERNMENTAL AGREEMENT  
 (“ST. CHARLES ROAD BRIDGE REHABILITATION PROJECT”)  
 VILLA PARK SECTION 15-00094-00-BR

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and among the VILLAGE OF VILLA PARK, an Illinois municipal corporation, DuPage County, Illinois (“Villa Park”); the CITY OF ELMHURST, an Illinois municipal corporation, DuPage County, Illinois (“Elmhurst”), the Elmhurst Park District (“Park District”), an Illinois municipal corporation, DuPage County, Illinois.

WITNESSETH:

WHEREAS, Elmhurst, Villa Park, and the Park District are municipal corporations duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize units of local government to contact or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs related to intergovernmental activities; and

WHEREAS, an Illinois Special Bridge Program Funded Project called the “St. Charles Road Bridge Rehabilitation Project” (the “Project”) has been approved for funding for Phase I and II Design and Phase III Construction at 80/20 percent Federal/Local Agency matching costs, respectively; and

WHEREAS, St. Charles Road from the west right-of-way line of Summit Avenue to Illinois Route 83, not including the St. Charles Road bridge, is a local road; and

WHEREAS, all of St. Charles Road from the west right-of-way line of Summit Avenue to the center line of Villa Avenue and that portion south of the center line and west of the west abutment of the St. Charles Road bridge is under the jurisdiction of Villa Park, as shown in attached Exhibit 1; and

WHEREAS, that portion of St. Charles Road north of the center line from the center line of Villa Avenue to the west abutment of the St. Charles Road bridge and all of St. Charles Road from the east abutment of the St. Charles Road bridge to Illinois Route 83 is under the jurisdiction of Elmhurst, as shown in attached Exhibit 1; and

WHEREAS, the existing St. Charles Road Bridge structure carrying St. Charles Road over Salt Creek (SN 022-6950) is under the jurisdiction of the State of Illinois, Illinois Department of Transportation (“IDOT” “Department”), as shown in attached Exhibit 1 and described in attached Exhibit 2. Part of the Department’s jurisdictional authority includes

planning and programming future structure or reconstruction projects through its Bureau of Local Roads and Streets, and

WHEREAS, Elmhurst, Villa Park and the Department are desirous of pursuing this Project, and ELMHURST and VILLA PARK are willing to share the proportionate costs of the 20% Local Agency match of costs for the engineering, land acquisition, and construction of the Project; and

WHEREAS, Elmhurst and Villa Park desire to enter into this Agreement pursuant to their authority for intergovernmental cooperation in order to construct this Project and agree to future maintenance of the St. Charles Road bridge, and

WHEREAS, a permanent easement needed for the Project has been obtained from the Forest Preserve District of DuPage County through cooperative efforts of Elmhurst and Villa Park, and

WHEREAS, the Park District operates and maintains the Salt Creek Greenway Trail located along the east side of Salt Creek, a portion of which crosses St. Charles Road and is located beneath the St. Charles Road bridge, and

WHEREAS, the corporate authorities of Elmhurst, Villa Park, and the Park District hereby declare that it is in the best interest of the City of Elmhurst, the Village of Villa Park, and the Elmhurst Park District to enter into said Agreement and have authorized its officials to execute this Agreement.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants, hereinafter set forth and pursuant to their powers of intergovernmental cooperation, the parties hereto agree as follows:

1. The recitals set forth hereinabove shall be and are hereby adopted as findings of fact as if said recitals were fully set forth herein.
2. Villa Park will act as the lead agency in all phases of the Project subject to the construction input of Elmhurst through their authorized representative(s).
3. The Local Agency's estimated share for the Project is \$163,700.00 and it is estimated that Villa Park's 52% proportionate for Project costs is estimated to be \$85,800 as shown on the funding table attached as Exhibit 3. Actual costs will be based on contract unit prices and actual quantities.
4. Elmhurst shall reimburse Villa Park for its 48% proportionate share of the Local Agency's share for the Project costs, at a current estimated amount of \$78,800 as shown on the funding table attached as Exhibit 3. Actual costs will be based on contract unit prices and actual quantities and subject to the review and approval by Elmhurst.

5. The cost of any additional requested or required work shall be paid by the party whose portion of work it relates to without regard to the proportionate shares of the costs set forth above.
6. Villa Park shall bill Elmhurst once a month on the basis of the completed work as the Project progresses but shall also have the option of billing Elmhurst on a lump sum basis after completion of the Project. Elmhurst agrees to reimburse Villa Park within thirty (30) days after receipt of the bill.
7. Villa Park and Elmhurst agree that this Intergovernmental Agreement shall not affect the rights or responsibilities of the Elmhurst Park District regarding the Salt Creek Greenway Trail running under the bridge.
8. The Park District agrees to assume operation and maintenance responsibilities for that park of the Salt Creek Greenway Trail located within the St. Charles Road right-of-way once the Project is complete.
9. All parties agree that the Elmhurst Park District shall have no funding responsibilities regarding the Project except as provided in Paragraph 5 above.
10. Villa Park and Elmhurst agree to abide by all terms of the *AGREEMENT FOR FAUS PROJECT M-5003(27)* ("Prior Agreement") between Villa Park, Elmhurst, and IDOT dated April 24, 1979 and attached as Exhibit 4, for those portions of St. Charles Road and Bridge that is outside the Project limits and any such obligations from the Prior Agreement now included in the scope of the Project and covered by this Agreement are hereby repealed and this Agreement shall supersede any such conflicting obligations from the Prior Agreement.
11. Villa Park and Elmhurst agree to abide by all terms of *AN EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND CITY OF ELMHURST FOR BRIDGE IMPROVEMENTS AND AN EXISTING WATERMAIN AND STORM SEWER WITHIN A PORTION OF SALT CREEK GREENWAY FOREST PRESERVE* (the "Easement Agreement"), recorded as document number R2019-012226 on February 20, 2019 and attached as Exhibit 5.
12. Elmhurst acknowledges that the \$1000.00 restoration deposit referenced in Section 8.1 of the Easement Agreement was paid by Villa Park and agrees to forward within 30 days to Villa Park any monies refunded by the Forest Preserve District of DuPage County upon completion of the St. Charles Road bridge reconstruction project.
13. In consideration of the fact that the St. Charles Road Bridge lies within the corporate limits of both municipalities, Villa Park and Elmhurst agree to equally share the cost of all future maintenance of the Bridge. Future maintenance of the completed Project within the limits of the Bridge shall include the entirety of the Salt Creek Structure.

14. Elmhurst and Villa Park shall maintain those parts of St. Charles Road to the east and west of the bridge. Villa Park shall continue to perform snow and ice control within the entire Project limits at its own expense.
15. Villa Park and Elmhurst agree that with respect to Section 12.1 of the Easement Agreement, both municipalities shall have the right to enter the bridge easement for the purposes of bridge maintenance activities. Villa Park agrees to maintain the insurance coverage required by the Forest Preserve District of DuPage County. The cost of said insurance coverage shall be funded equally by Villa Park and Elmhurst.
16. Villa Park agrees to be the lead agency in the performance of all future St. Charles Road bridge maintenance activities, unless agreed to otherwise with Elmhurst, and shall front-fund that work. Villa Park shall bill Elmhurst once a month on the basis of completed work but shall also have the option of billing Elmhurst on a lump sum basis after completion of specific activities. Elmhurst agrees to reimburse Villa Park within thirty (30) days after receipt of the bill.

This INTERGOVERNMENTAL AGREEMENT shall be binding and inure to the benefit of the parties hereto, their successors and assigns, administrators, executors or heirs of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials on the dates as shown.

CITY OF ELMHURST

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

VILLAGE OF VILLA PARK

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Village Clerk

ELMHURST PARK DISTRICT

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



St. Charles Road Bridge  
Over Salt Creek

**Location Map**  
EXHIBIT 1

1 inch = 200 feet



## EXHIBIT 2

**Illinois Department of Transportation**

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

February 22, 2018

Mr. Richard Keehner, Jr.  
Village Manager  
Village of Villa Park  
20 South Ardmore Avenue  
Villa Park, IL 60181

RECEIVED  
FEB 27 2018  
Village of Villa Park  
Dept. of Public Works

Dear Mr. Keehner:

This is in response to your letter dated February 2, 2018 requesting that the Illinois Department of Transportation (Department) participate in the proposed improvements to the St. Charles Road Bridge over Salt Creek in the Village of Villa Park (Village). This will serve as a Letter of Intent between the Department and the Village outlining the State's anticipated financial participation in this locally initiated improvement.

St. Charles Road is a local road and is under the jurisdiction of the Village west of the bridge and the Village of Elmhurst east of the bridge. The existing bridge structure carrying St. Charles Road over Salt Creek (SN 022-6950) is under the Department's jurisdiction. Therefore, the anticipated state financial participation in this project will be based on the payable construction items on the state-owned structures as part of this locally initiated roadway improvement.

It is our understanding that the Village has already completed Phase I engineering. Additionally, the Village agrees to be the lead agency for the Phase II engineering and right-of-way acquisition. Since the Village is already engaged in pre-construction activities, the Department proposes to include the State financial participation in these activities in the proposed construction/CE cost, thereby reducing the local participation in the construction/CE.

It is our understanding that the Village has secured Major Bridge funds (STP-BR) with an 80% Federal and 20% Local cost participation. Based on the level of federal funding secured by the Village coupled with the aforementioned level of State financial participation, the Department's financial participation in the propose project will be approximately \$550,800 as indicated in the following table:

| Phase                       | Total Cost         | FHWA Cost          | Illinois Department of Transportation Cost | Village of Villa Park Cost | Village of Elmhurst Cost |
|-----------------------------|--------------------|--------------------|--------------------------------------------|----------------------------|--------------------------|
| Phase I Engineering         | \$278,800          | \$223,020 (80%)    |                                            | \$29,200                   | \$26,700                 |
| Phase II Engineering        | \$224,000          | \$179,200 (80%)    |                                            | \$23,300                   | \$21,500                 |
| Right-of-Way Acquisition    | \$100,000          | \$80,000 (80%)     |                                            | \$10,500                   | \$9,500                  |
| Construction                | \$2,585,000        | \$2,068,000 (80%)  | \$479,600                                  | \$19,400                   | \$18,000                 |
| Phase III Engineering (15%) | \$388,000          | \$310,400 (80%)    | \$71,200                                   | \$3,400                    | \$3,000                  |
| <b>TOTALS</b>               | <b>\$3,575,800</b> | <b>\$2,860,640</b> | <b>\$550,800</b>                           | <b>\$85,800</b>            | <b>\$78,700</b>          |

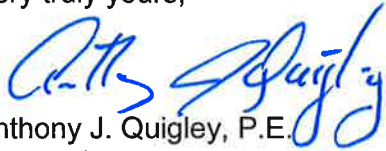
The Department's maximum financial participation in this locally initiated improvement shall not exceed \$550,800. Any increase in state financial participation must be requested in writing and approved prior to any additional expenditure. This will serve as Letter of Intent and will serve as a basis for the preparation of the future formal intergovernmental agreement for the improvement. The Department will make every effort to program the state financial participation in our Fiscal Year 2020, to coincide with the target Letting date. The Village will continue to act as the lead agency for this improvement and will continue to process this project through the Department's Bureau of Local Roads and Streets.

At the end of this letter, there is an area where you can state your concurrence to the state financial participation in this locally initiated improvement. Please indicate your concurrence and return an original signed copy of this letter at your earliest convenience.

Mr. Richard Keehner, Jr.  
February 22, 2018  
Page three

If you have any questions or need additional information, please contact me or Mike Sullivan, Area Programmer, at (847) 705-4078.

Very truly yours,



Anthony J. Quigley, P.E.  
Region One Engineer

cc: Albert Bulthuis, Village of Villa Park  
Vydas Juskelis, Village of Villa Park  
Jeremie Lukowicz, Village of Villa Park  
James Grabowski, City of Elmhurst

Concur: \_\_\_\_\_

Do Not Concur: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT 3 - Funding Table  
St. Charles Road Bridge Rehabilitation Project  
Section 15-00094-00-BR, Project FX5N(863)

| Phase                             | Total Cost         | FHWA Cost (80%)    | IDOT Cost        | Villa Park Cost | Elmhurst Cost   |
|-----------------------------------|--------------------|--------------------|------------------|-----------------|-----------------|
| Phase I<br>Engineering            | \$278,800          | \$223,040          |                  | \$29,200        | \$26,700        |
| Phase II<br>Engineering           | \$224,000          | \$179,200          |                  | \$23,300        | \$21,500        |
| Right-of-Way<br>Acquisition       | \$100,000          | \$80,000           |                  | \$10,500        | \$9,500         |
| Construction                      | \$2,585,000        | \$2,068,000        | \$479,600        | \$19,400        | \$18,000        |
| Phase III<br>Engineering<br>(15%) | \$388,000          | \$310,400          | \$71,200         | \$3,400         | \$3,000         |
| <b>TOTALS</b>                     | <b>\$3,575,800</b> | <b>\$2,860,640</b> | <b>\$550,800</b> | <b>\$85,800</b> | <b>\$78,700</b> |

# JURISDICTIONAL TRANSFER

Illinois Department of Transportation  
2300 South Dirksen Parkway / Springfield, Illinois/62764

May 3, 1979

**St. Charles Rd.**

FEDERAL-AID URBAN PROGRAM

FAU Route 1397

Villa Park - Section 76-00045-00-RP

Elmhurst Section 76-00113-00-RP

State Section 1975-136-W&RS, BY

Project No. M-5003(27)

Job No. C-91-262-75

Mrs. Margaret Loftus  
Village Clerk  
20 South Ardmore Avenue  
Villa Park, Illinois 60181

Dear Mrs. Loftus:

The joint agreement between the Village of Villa Park, City of Elmhurst, and the State of Illinois, providing for the improvement of the above project, was executed by the Department on April 24, 1979.

This agreement supersedes the original joint agreement for this project executed on March 31, 1978. Please correct your records accordingly.

One copy of the executed agreement is being returned to you and one copy is being returned to Mrs. Dorothy Lenz, City Clerk of Elmhurst.

Very truly yours,

Melvin B. Larsen  
Engineer of Local Roads  
and Streets

*Lloyd E. Dixon*  
By: Lloyd E. Dixon  
Local Project Implementation Engineer

CJM:aw

cc-

Karl Leisering, Dir. of Pub. Wks. - Villa Park, Ill.

Thomas Borchert, Dir. of Pub. Wks. - Elmhurst, Ill.

Mrs. Dorothy Lenz, City Clerk - Elmhurst, Ill.

S. C. Ziejewski (6) Attn: Raymond Harris

David G. Campbell Attn: Don Moredock

R. D. Schmidt Attn: Don Crane

E. J. Kehl

T. R. Bright

A. R. Austin

G. E. Moberly

J. P. Pitz

R. Holub

WAV



5/15/79

ST. CHARLES RD.

Villa Park

Note

A G R E E M E N T

FOR FAUS PROJECT M-5003(27)

THIS AGREEMENT, entered into this 24<sup>th</sup> day of April, A.D., 1979, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, the VILLAGE OF VILLA PARK, acting by and through its PRESIDENT AND BOARD OF TRUSTEES, hereinafter called VILLA PARK, and the CITY OF ELMHURST, acting by and through its MAYOR AND CITY COUNCIL, hereinafter called ELMHURST.

W I T N E S S E T H

WHEREAS, the STATE, VILLA PARK and ELMHURST, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of improving approximately 0.7 mile of St. Charles Road (FAU Route 1397), from Summit Avenue to east of Illinois Route 83, in the Village of Villa Park and the City of Elmhurst, DuPage County, Illinois, STATE Section 1975-136-W&RS, BY, VILLA PARK Section 76-00045-00-RP, ELMHURST Section 76-00113-00-RP, FAUS PROJECT M-5003(27), by making the following improvements:

- A. On St. Charles Road from Summit Avenue to Villa Avenue:  
widening the existing 38-foot pavement to 53 feet (edge to edge), to provide one 11-foot and one 10.5 foot thru traffic lane in each direction separated by a 10-foot painted median, with new curb and gutter on each side;

- B. On St. Charles Road from Villa Avenue to the Salt Creek structure: widening the existing 38-foot pavement to 44 feet (edge to edge), to provide four 11-foot thru traffic lanes, with new curb and gutter on each side;
- C. St. Charles Road structure over Salt Creek: widening the existing piers and abutments and constructing a new, wider bridge deck;
- D. On St. Charles Road from the Salt Creek structure to Illinois Route 83: widening the existing 38-foot pavement to 58 feet (edge to edge), to provide two 12-foot thru traffic lanes in each direction separated by a 10-foot painted median, with new curb and gutter on each side;
- E. St. Charles Road at Villa Avenue: widening Villa Avenue for approximately 250 feet north and 700 feet south of St. Charles Road to 53 feet (edge to edge) with new curb and gutter on each side, providing left-turn lanes for all four approaches to the intersection, and modifying the existing traffic signals;
- F. St. Charles Road at Illinois Route 83: widening St. Charles Road east and west of Illinois Route 83 to provide two 12-foot thru traffic lanes in each direction with 10-foot left-turn lanes for eastbound and westbound traffic and a 12-foot right-turn lane for eastbound traffic, with new curb and gutter on each side, and modifying the existing traffic signals;

- G. Constructing a new storm sewer along St. Charles Road, from Summit Avenue east to Salt Creek, and modifying the existing drainage system on the remainder of the improvement;
- H. Installing new street lighting on St. Charles Road and Villa Avenue;
- I. Constructing sidewalks at various locations within the limits of the improvement to provide a continuous pedestrian walkway system;
- J. Abandoning an existing water main and constructing a new, larger size parallel main outside the proposed pavement area;
- K. Separating a combined sewer within the limits of the improvement in VILLA PARK by placing a smaller size sanitary sewer inside thereof and constructing a parallel storm sewer (to be financed in part by a grant to VILLA PARK from the U. S. Environmental Protection Agency);

and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications, hereinafter called the PROJECT; and

WHEREAS, the STATE, VILLA PARK and ELMHURST are desirous of said PROJECT in that same will be of immediate benefit to the residents of said municipalities and permanent in nature;

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

1. VILLA PARK agrees, at its own expense, to make or cause to be made all surveys, obtain all necessary right of way, prepare or cause to be prepared the plans, specifications and estimates, furnish the resident engineer together with the construction engineering, proportioning of materials and inspection during construction of the PROJECT, provide acceptance sampling and testing of materials in accordance with the specifications, Project Procedures Guide and methods prescribed by the STATE, and cause the PROJECT to be built in accordance with the approved plans, specifications and contract (the STATE and ELMHURST will reimburse VILLA PARK for a portion of these costs as hereinafter stipulated).
2. The STATE agrees to provide independent assurance sampling, and to furnish off-site material inspection and testing, at sources normally visited by STATE inspectors, of steel, cement, asphalt, aggregates, sewer and drainage pipe, structural steel, and other materials customarily tested by the STATE.
3. The STATE agrees, after receiving Federal approval of the plans, to receive bids and award the contract subject to the concurrence of VILLA PARK, ELMHURST, and the FEDERAL HIGHWAY ADMINISTRATION.
4. VILLA PARK agrees to obtain and pay the cost of acquiring the necessary right of way (including temporary and permanent easements) for the PROJECT, subject to partial reimbursement of said cost by ELMHURST, as stipulated in Section 21 of this Agreement. The right of way shall be acquired in accordance with the following requirements:

- A. Said right of way shall be acquired in accordance with Land Acquisition Policies and Procedures of the STATE, in the name of the STATE, on standard State forms which will be provided for that purpose.
- B. No award of a contract shall be made to cover construction of the PROJECT, or any part thereof, without there first having been made a title approval by the Attorney General of Illinois on each individual parcel of said right of way, the consideration for which exceeds \$2,500.00, included within such construction. A title approval shall be made by the STATE on each individual parcel of said right of way acquired for the PROJECT where the consideration is \$2,500.00 or less. In the event acquisition of said 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. The cost of said 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. VILLA PARK and/or ELMHURST 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 said right of way shall be approved, in advance, by the STATE.
  - E. Appraisals shall be reviewed and a negotiating figure approved by the STATE 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 said 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.
  - H. The removal or relocation of any sign as a result of the PROJECT shall be in compliance with the Highway Advertising Control Act of 1971.
5. VILLA PARK and ELMHURST have each passed resolutions appropriating sufficient funds to pay their shares of the cost of the PROJECT, copies of which are attached hereto as "Exhibits A and B", respectively. VILLA PARK will, in the future, pass supplemental resolutions to provide all additional funds necessary if the amounts appropriated herein prove to be insufficient to cover VILLA PARK'S share plus ELMHURST'S maximum share as specified in Items 18, 19, 20 and 21 of this Agreement.

6. VILLA PARK and ELMHURST have each adopted, and will put into effect prior to the STATE advertising for the work to be performed hereunder, ordinances requiring that parking be prohibited within those portions of the PROJECT lying within their respective corporate limits, copies of which are attached hereto as "Exhibits C and D", respectively.
7. VILLA PARK and ELMHURST have each adopted, and will put into effect prior to the STATE advertising for the work to be performed hereunder, ordinances prohibiting the discharge of sanitary and/or industrial waste water into any storm sewer constructed as part of the PROJECT, copies of which are attached hereto as "Exhibits E and F", respectively.
8. Prior to the STATE advertising for the work to be performed hereunder, the disposition of encroachments shall be cooperatively determined by representatives of the STATE, VILLA PARK, ELMHURST and the Federal Highway Administration. VILLA PARK and ELMHURST have each adopted, and will put into effect prior to the STATE advertising for the work to be performed hereunder, appropriate ordinances relative to the disposition of said encroachments, and prohibiting, in the future, any new encroachments within those portions of the PROJECT lying within their respective corporate limits, copies of which are attached hereto as "Exhibits G and H", respectively.

9. VILLA PARK and ELMHURST agree not to authorize or permit any operation, practice or encroachment which will change, impede or interrupt the orderly flow of vehicular traffic on the completed PROJECT, and to enforce such traffic regulations and local ordinances that affect traffic operations thereon, within their respective corporate limits.
10. VILLA PARK and ELMHURST each agree to provide, prior to the STATE advertising for the work to be performed hereunder, written approval of the plans and specifications as prepared.
11. VILLA PARK and ELMHURST shall exercise their franchise rights to cause private utilities to be relocated at no expense to the STATE. VILLA PARK and ELMHURST further agree to regulate or cause to be regulated, on a continuing basis, the use of highway right of way by utilities in the manner set forth in the current State's Utility Accommodation Policy applicable to the highway system involved.
12. Upon completion of the PROJECT, VILLA PARK agrees to assume, jurisdiction, maintenance and control of all of St. Charles Road from the west right of way line of Summit Avenue to the centerline of Villa Avenue, and of the south one-half of St. Charles Road from the centerline of Villa Avenue to the west abutment of the Salt Creek structure. VILLA PARK has adopted, and will put into effect prior to the STATE advertising for the work to be performed hereunder, an appropriate ordinance adding said portions of St. Charles Road to its municipal street system upon final acceptance of the PROJECT by the STATE, a copy of which is attached hereto as "Exhibit I".

- A. VILLA PARK further agrees to maintain the thru traffic lanes, turning lanes, curb and gutter flags adjacent to the thru traffic lanes, and pavement markings on the north one-half of St. Charles Road, from the centerline of Villa Avenue to the west abutment of the Salt Creek structure, and to maintain the Salt Creek structure in its entirety.
- B. VILLA PARK further agrees to assume responsibility for snow removal on St. Charles Road from Summit Avenue to Illinois Route 83, including the Salt Creek structure.
- C. VILLA PARK further agrees, upon completion of the PROJECT, to retain jurisdiction, maintenance and control, within the limits of the PROJECT, of Villa Avenue south of St. Charles Road, and of the west one-half of Villa Avenue north of St. Charles Road.

13. Upon completion of the PROJECT, ELMHURST agrees to assume jurisdiction, maintenance and control of the north one-half of St. Charles Road from the centerline of Villa Avenue to the west abutment of the Salt Creek structure, and of all of St. Charles Road from the east abutment of said structure to Illinois Route 83. (This does not include the maintenance of the roadway between Villa Avenue and the Salt Creek structure, or any snow removal between Villa Avenue and Illinois Route 83, which shall be the responsibility of VILLA PARK, as specified in Items 12A and 12B of this Agreement.) ELMHURST has adopted, and will put into effect prior to the STATE advertising for the work to be performed hereunder, an appropriate ordinance adding said portions of

St. Charles Road to its municipal street system upon final acceptance of the PROJECT by the STATE, a copy of which is attached hereto as "Exhibit J".

A. ELMHURST further agrees, upon completion of the PROJECT, to retain jurisdiction, maintenance and control, within the limits of the PROJECT, of the east one-half of Villa Avenue north of St. Charles Road.

14. Upon completion of the PROJECT, VILLA PARK agrees to maintain or cause to be maintained the traffic signals at St. Charles Road and Villa Avenue. In addition, VILLA PARK and ELMHURST will be responsible for maintaining and furnishing energy for the street lighting within their respective corporate limits. VILLA PARK, with the concurrence of ELMHURST, shall make arrangements with the local power company to furnish the required electrical energy for the signals and lights, and to bill each municipality directly for the costs thereof.

A. VILLA PARK shall pay seventy-five percent (75%) of the cost of maintaining and furnishing electrical energy for the signals at St. Charles Road and Villa Avenue, and ELMHURST shall pay twenty-five percent (25%) thereof. ELMHURST shall pay its share of the maintenance and energy costs to VILLA PARK within thirty (30) days of the date of a bill from VILLA PARK for each payment.

B. Upon completion of the PROJECT the STATE agrees to maintain or cause to be maintained, and pay the entire cost of maintaining, the traffic signals at St. Charles Road and Illinois Route 83, and ELMHURST agrees to pay the entire cost of furnishing electrical energy for said signals, all in accordance with the Master Agreement for Traffic Signals between the STATE and ELMHURST.

- (1) ELMHURST agrees to maintain the inter-connection cable along St. Charles Road between Illinois Route 83 and West Avenue.

15. VILLA PARK and ELMHURST agree henceforth to maintain technically-competent engineering units within their governmental structures, or to provide other means acceptable to the Federal Highway Administration, for assuring proper maintenance and operation of the completed PROJECT.
16. VILLA PARK and ELMHURST agree to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U. S. Department of Transportation, as they pertain to the PROJECT.
17. The parties hereto mutually agree that the estimated cost of the PROJECT is as follows:

|                             |                  |
|-----------------------------|------------------|
| Contract Construction Costs | \$3,750,000.00   |
| Engineering Costs           | 334,200.00       |
| Right of Way Costs          | <u>56,000.00</u> |
| TOTAL                       | \$4,140,200.00   |

18. The parties hereto mutually agree that the division of costs shall be as shown on Page 11A of this Agreement.
19. VILLA PARK agrees to pay the total cost of preliminary and construction engineering, an amount estimated to be \$334,200.00, subject to partial reimbursement of said cost by the STATE and ELMHURST, as hereinafter stipulated.
- A. The STATE'S share of this cost is 100% of the preliminary and design engineering for the widening and re-decking of the Salt Creek structure on St. Charles Road, an amount estimated to be \$31,700.00. Upon

DIVISION OF COSTS

(SEE ITEM 18, PAGE 11)

|                                                                                 | <u>VILLA PARK</u> |         | <u>ELMIURST</u> |          | <u>STATE</u> |          | <u>FIMA</u> |           | <u>USEPA</u> |         | <u>TOTALS</u> |      |
|---------------------------------------------------------------------------------|-------------------|---------|-----------------|----------|--------------|----------|-------------|-----------|--------------|---------|---------------|------|
|                                                                                 | %                 | Cost    | %               | Cost     | %            | Cost     | %           | Cost      | %            | Cost    | %             | Cost |
| <u>TRACT CONSTR.</u><br>by Drain., Tr. Sig:<br>of Ill. 83 (1)<br>of Ill. 83 (2) | (6)               | 309,098 | N/A             | N/A      | N/A          | *540,000 | 70.21       | 2,001,182 | N/A          | N/A     | 2,850,280     |      |
|                                                                                 | N/A               | N/A     | 29.79           | 27,651   | N/A          | N/A      | 70.21       | 65,169    | N/A          | N/A     | 92,820        |      |
|                                                                                 | (3)               | 22,290  | (3)             | 17,600   | N/A          | N/A      | 70.21       | 94,010    | N/A          | N/A     | 133,900       |      |
|                                                                                 | 25.00             | 67,500  | N/A             | N/A      | N/A          | N/A      | N/A         | N/A       | 75.00        | 202,500 | 270,000       |      |
| er Mains:<br>location<br>ersizing                                               | 29.79             | 60,474  | N/A             | N/A      | N/A          | N/A      | 70.21       | 142,526   | N/A          | N/A     | 203,000       |      |
|                                                                                 | 100.00            | 32,000  | N/A             | N/A      | N/A          | N/A      | N/A         | N/A       | N/A          | N/A     | 32,000        |      |
|                                                                                 | 100.00            | 168,000 | N/A             | N/A      | N/A          | N/A      | N/A         | N/A       | N/A          | N/A     | 168,000       |      |
| <u>IB-TOTALS</u>                                                                |                   | 659,362 |                 | 45,251** |              | *540,000 |             | 2,302,887 |              | 202,500 | 3,750,000     |      |
| <u>NEERING</u><br>Lim. & Design:<br>wy, Drain (4)<br>ructure                    | (5)               | 102,000 | N/A             | 38,000*  | N/A          | N/A      | N/A         | N/A       | N/A          | N/A     | 140,000       |      |
|                                                                                 | N/A               | N/A     | N/A             | N/A      | 100.00       | 31,700   | N/A         | N/A       | N/A          | N/A     | 31,700        |      |
|                                                                                 | 100.00            | 162,500 | N/A             | N/A      | N/A          | N/A      | N/A         | N/A       | N/A          | N/A     | 162,500       |      |
|                                                                                 | (5)               | 30,000  | N/A             | 26,000** | N/A          | N/A      | N/A         | N/A       | N/A          | N/A     | 56,000        |      |
| <u>IT OF WAY</u>                                                                |                   | 953,862 |                 | 109,251  |              | 571,700  |             | 2,302,887 |              | 202,500 | 4,140,200     |      |
| <u>ITALS</u>                                                                    |                   |         |                 |          |              |          |             |           |              |         |               |      |

(1) Including all traffic signal costs.

(2) Roadway and drainage costs only.

(3) Each municipality is responsible for 29.79% of lighting costs within its corporate limits.

(4) Not including Salt Creek structure widening and redecking.

(5) Difference between 100% and ELMIURST'S share.

(6) Difference between 29.79% and STATE'S share.

\* Fixed Amount

\*\* Maximum Amount

ture on St. Charles Road, an amount estimated to be \$31,700.00. Upon award of the contract for construction of the PROJECT, the STATE will reimburse VILLA PARK for this portion of the engineering costs, to be credited to VILLA PARK'S MOTOR FUEL TAX Account, Section 76-00045-00-RP.

- B. ELMHURST'S share of this cost is \$38,000.00, which is to be paid to VILLA PARK in a manner agreed upon by both municipalities.
20. The STATE agrees to pay the total contract construction cost subject to reimbursement, by VILLA PARK, ELMHURST, the U. S. Environmental Protection Agency (USEPA) and the Federal Highway Administration (FHWA), of the entire amount with the exception of the STATE'S share thereof (\$540,000.00), as hereinafter stipulated.
- A. The USEPA share is 75.00% of the total cost of separating the combined sewer, an amount estimated to be \$202,500.00, which will be paid to VILLA PARK by the USEPA, through the Illinois Environmental Protection Agency, under the terms of a separate agreement between said agency or agencies and VILLA PARK. VILLA PARK will, in turn, reimburse the STATE for the USEPA share, as herein after stipulated.

3. VILLA PARK'S share is 29.79% of the street lighting in VILLA PARK (an amount estimated to be \$22,290.00), plus 25.00% of the cost of separating the combined sewer in VILLA PARK (an amount estimated to be \$67,500.00), plus 29.79% of the cost of relocating the existing water main in VILLA PARK (an amount estimated to be \$60,474.00), plus 100% of the cost of oversizing said water main (an amount estimated to be \$32,000.00), plus 100% of the cost of oversizing a portion of the storm sewer in VILLA PARK (an amount estimated to be \$168,000.00), plus an amount to be determined by subtracting the STATE share (\$540,000.00) from 29.79% of the roadway, drainage and traffic signal costs for the portion of the PROJECT west of Illinois Route 83 (exclusive of the oversizing of the storm sewer) (an amount estimated to be \$309,098.00), for a total estimated amount of \$659,362.00. Upon receipt of the first and subsequent progressive bills from the contractor constructing the PROJECT, VILLA PARK will pay to the STATE, from any funds allotted to VILLA PARK, an amount equal to the sum of the estimated USEPA and VILLA PARK shares (\$861,862.00), divided by the estimated total construction cost (\$3,750,000.00), multiplied by the actual progress payment (appropriately adjusted for non-participating costs for Federal-aid projects) made to the contractor, until

the entire obligations of the USEPA and VILLA PARK for construction costs incurred under this Agreement have been paid.

- C. ELMHURST'S share is 29.79% of the street lighting in ELMHURST (an amount estimated to be \$17,600.00), plus 29.79% of the roadway and drainage costs for the portion of the PROJECT east of Illinois Route 83 (an amount estimated to be \$27,651.00), for a total amount estimated to be (but not to exceed) \$45,251.00. Upon receipt of the first and subsequent progressive bills from the contractor constructing the PROJECT, ELMHURST will pay to the STATE, from any funds allotted to ELMHURST, an amount equal to ELMHURST'S estimated share (\$45,251.00), divided by the estimated total construction cost (\$3,750,000.00), multiplied by the actual progress payment (appropriately adjusted for non-participating costs for Federal-aid projects) made to the contractor, until ELMHURST'S entire obligation for construction costs incurred under this Agreement has been paid. It is understood and agreed that the maximum amount of participation in contract construction costs by ELMHURST is \$45,251.00, and that any costs in excess of that amount (as determined by the above percentages) shall be borne 100% by VILLA PARK.

- D. The FHWA (FAUS) share is 70.21% of the roadway, drainage (excluding storm sewer oversizing), traffic signal, lighting and water main relocation costs, an amount estimated to be \$2,302,887.00, which is to be reimbursed to the STATE in accordance with current billing procedures for Federal-aid projects.
  - E. All additional costs which are ineligible for Federal-aid participation shall be borne 100% by VILLA PARK.
21. VILLA PARK agrees to pay the total cost of acquiring the necessary right of way and easements for the PROJECT, an amount estimated to be \$56,000.00, subject to partial reimbursement of said cost by ELMHURST, as hereinafter stipulated.
- A. ELMHURST'S share is the cost of all acquisitions within the corporate limits of ELMHURST, an amount estimated to be (but not to exceed) \$26,000.00, which is to be paid to VILLA PARK in a manner agreed upon by both municipalities. It is understood and agreed that the maximum amount of participation in right of way costs by ELMHURST is \$26,000.00, and that any costs in excess of this amount shall be borne 100% by VILLA PARK.
22. The STATE agrees to provide contract construction administration and general supervision of the resident engineer.
23. VILLA PARK agrees to maintain all PROJECT records and to make them available for review and/or audit by STATE and Federal personnel during the PROJECT development and construction stages, and to retain said records for a period of three (3) years after final acceptance of the PROJECT.

VILLA PARK further agrees to furnish the construction records to the STATE for documentation review and retention for Federal audit purposes until the close of the calendar year during which construction is completed, at which time the records will be returned to VILLA PARK for completion of the period of retention.

24. The parties hereto mutually agree that failure on the part of either VILLA PARK or ELMHURST to fulfill the responsibilities covered in Items 6, 7, 8, 9, 12, 13, 14, 15 and 16 of this Agreement will render that municipality ineligible for Federal-aid participation in future highway projects for which it has similar responsibilities, for as long as such failures remain uncorrected.
25. This Agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded prior to January 1, 1981.

26. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

ATTEST:

VILLAGE OF VILLA PARK

Margaret E. Lester  
VILLAGE CLERK

S E A L

By William B. Williams  
PRESIDENT

2 April, 1979.

ATTEST:

CITY OF ELMHURST

Dorothy Lent  
CITY CLERK

S E A L

By Al Jant  
MAYOR

\_\_\_\_\_, 19\_\_\_\_.

STATE OF ILLINOIS,  
DEPARTMENT OF TRANSPORTATION

By W. W. Mononey  
DIRECTOR OF HIGHWAYS

April 24, 1979.

STATE OF ILLINOIS 76-33

Construction

# RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE "EXHIBIT A"

BE IT RESOLVED, by the President and Board of Trustees of the  
Council or President and Board of Trustees  
Village of Villa Park, Illinois  
City, Town, or Village

that the following described street(s) be improved under the Illinois Highway Code:

| Name of Thoroughfare | Arterial Street or Route | From                   | To             |
|----------------------|--------------------------|------------------------|----------------|
| St. Charles Road     | (FAS 1139)<br>(SA #7)    | Salt Creek             | Westmore Ave.  |
| Villa Ave.           |                          | 300' N. of St. Charles | Rd. Wildwood   |
| Ardmore Ave.         | SA #32                   | 300' N. of St. Charles | Rd. Kenilworth |
|                      |                          |                        |                |
|                      |                          |                        |                |
|                      |                          |                        |                |

BE IT FURTHER RESOLVED,

1. That the proposed improvement consist of widening and construction of a rigid concrete pavement on St. Charles Road in Villa Park for a distance of about 8400 feet.  
Similar improvement will be made on Villa Ave. and Ardmore Ave. including the installation of overhead traffic signals along St. Charles Road at Villa Ave., Ardmore Ave., Addison Road and Westmore Ave.

new construction will be within Right-of-Way 66 feet wide

and shall be designated as Section 76-00045-00RP XXXX

2. That there is hereby appropriated the sum of One Hundred fifty thousand  
Dollars (\$ 150,000) for the  
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That said work shall be done by Contract XXXX; and,  
(Specify Contract or Day Labor)

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the Department of Public Works and Buildings, Division of Highways, through its District Engineer.

APPROVED

SEP 7 1976

Transportation  
Dept. of Transportation  
 Division of Highways

XXXX  
I, Mrs. Joan K. Mayhew, Village Clerk  
XXXX  
(City, Town, or Village)

in and for the Village of Villa Park  
(City, Town, or Village)

County of DuPage, hereby certify the foregoing  
 to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees at a meeting on  
(Council or President and Board of Trustees)

July 26, 1976

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

27 day of July, A.D. 1976.

(SEAL)

Joan K. Mayhew  
Village Clerk.  
(City, Town, or Village)

R E S O L U T I O N 77- /

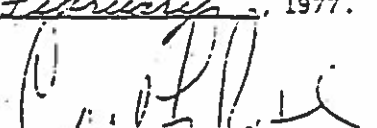
WHEREAS, under the agreement with the State of Illinois, acting by and through its Department of Transportation, for the improvement of St. Charles Road, known as FAUS Project M-5003 (27), the total estimated cost to Villa Park has been estimated at about \$239,545; and

WHEREAS, the Village of Villa Park has passed Resolution 76-23 appropriating \$150,000 from the municipality's allotment of Motor Fuel Tax Funds, dated July 26, 1976, for the construction of said project; and

WHEREAS, supplemental funds will be required from the Village of Villa Park for their share of the construction cost of said project;

THEREFORE, be it resolved by the President and Board of Trustees, the governing body, that the Village of Villa Park agrees to provide necessary supplemental funds from the Capital Projects Fund or Motor Fuel Tax Funds, to be decided when final costs are allocated by the State of Illinois.

Resolved this 7<sup>th</sup> day of February, 1977.

  
Carl E. Roth, President  
Village of Villa Park

Certified to be a true and accurate copy, passed and adopted on the above date.

  
Margaret E. Roth  
Village Clerk

STATE OF ILLINOIS

*Resolution 78-6* Construction

# RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE

BE IT RESOLVED, by the President and Board of Trustees of the  
Council or President and Board of Trustees  
Village of Villa Park, Illinois  
City, Town, or Village

that the following described street(s) be improved under the Illinois Highway Code:

| Name of Thoroughfare | Arterial Street or Route | From                       | To              |
|----------------------|--------------------------|----------------------------|-----------------|
| St. Charles Road     | FAS 1139<br>SA #7        | Salt Creek                 | Westmore Avenue |
| Villa Avenue         |                          | 300' N. of St. Charles Rd. | Wildwood        |
| Ardmore Avenue       | SA #32                   | 300' N. of St. Charles Rd. | Kenilworth      |
|                      |                          |                            |                 |
|                      |                          |                            |                 |

BE IT FURTHER RESOLVED,

1. That the proposed improvement consist of widening and reconstruction of St. Charles Road from Salt Creek to Westmore Avenue along with traffic control signals at Villa Avenue, Ardmore Avenue, Addison Road and Westmore Avenue.

new construction will be within right-of-way 66 feet wide and shall be designated as Section 76-00045-00RP XX8.

2. That there is hereby appropriated the sum of One Hundred Fifty Thousand Dollars (\$ 150,000) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That said work shall be done by Contract; and,  
(Specify Contract or Day Labor)

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the Department of Public Works and Buildings, Division of Highways, through its District Engineer.

APPROVED

APR 17 1978

Dept. of Public Works and Buildings  
Division of Highways

XX  
I, ~~XXX~~  
Mrs.

Margaret E. Loftus

Village

(City, Town, or Village)

Clerk

in and for the Village of Villa Park,  
(City, Town, or Village)

County of DuPage, hereby certify the foregoing

to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees

(Council or President and Board of Trustees)

at a meeting on

March 27, 1978.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

27<sup>th</sup> day of March, A.D. 1978.

(SEAL)

Village

(City, Town, or Village)

Clerk

*Sigmond C. Chojowski*  
Chief Highway Engineer  
Dist.

STATE OF ILLINOIS

*Resolution 78-21*  
ConstructionRESOLUTION FOR IMPROVEMENT BY MUNICIPALITY  
UNDER THE ILLINOIS HIGHWAY CODE

BE IT RESOLVED, by the President and Board of Trustees of the  
Council or President and Board of Trustees  
Village of Villa Park, Illinois  
City, Town, or Village

that the following described street(s) be improved under the Illinois Highway Code:

| Name of Thoroughfare | Arterial Street or Route | From                       | To              |
|----------------------|--------------------------|----------------------------|-----------------|
| St. Charles Road     | FAS 1139<br>SA #7        | Salt Creek                 | Westmore Avenue |
| Villa Avenue         |                          | 300' N. of St. Charles Rd. | Wildwood        |
| Ardmore Avenue       | SA #32                   | 300' N. of St. Charles Rd. | Kenilworth      |
|                      |                          |                            |                 |
|                      |                          |                            |                 |
|                      |                          |                            |                 |

## BE IT FURTHER RESOLVED,

1. That the proposed improvement consist of widening and reconstruction of St. Charles Road from Salt Creek to Westmore Avenue along with traffic control signals at Villa Avenue, Ardmore Avenue, Addison Road and Westmore Avenue.

new construction will be within right-of-way 56 feet wide  
 and shall be designated as Section 76-00045-00RP XXS.

2. That there is hereby appropriated the sum of Two Hundred Thousand  
Dollars (\$ 200,000) for the  
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That said work shall be done by \_\_\_\_\_; and,  
(Specify Contract or Day Labor)

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the Department of Public Works and Buildings, Division of Highways, through its District Engineer.

APPROVED

JAN 5 1979

19\_\_\_\_\_  
 Dept. of Public Works and Buildings  
 Division of Highways

*[Signature]*  
 District Engineer  
 Dist.

~~XXX~~  
 I, ~~Mrs.~~  
~~Mrs.~~

Margaret E. Loftus

Village

Clerk

(City, Town, or Village)

in and for the Village of Villa Park,  
(City, Town, or Village)

County of DuPage, hereby certify the foregoing  
 to be a true, perfect and complete copy of a resolution adopted by the  
President and Board of Trustees at a meeting on  
(Council or President and Board of Trustees)

27 December, 1978.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
27<sup>th</sup> day of December, A.D. 1978.

(SEAL)

*[Signature]*  
Village Clerk.  
(City, Town, or Village)

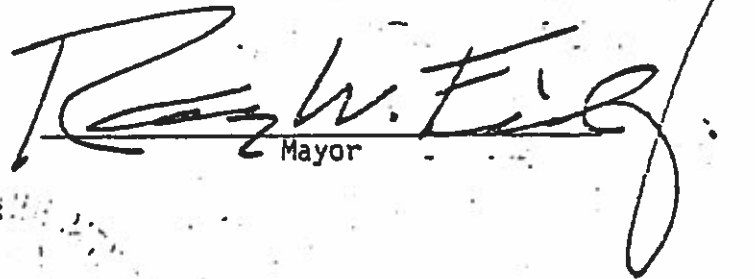
R-84-76  
RESOLUTION

WHEREAS, the City of Elmhurst has entered into an agreement with the Villages of Villa Park and Lombard, the County of DuPage, and the State of Illinois for the improvement of St. Charles Road between Illinois Route 83 and Westmore Avenue, known as FAUS project M-5003 (27);

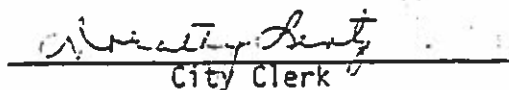
WHEREAS, in compliance with the aforementioned agreement it is necessary for the City to appropriate sufficient funds to pay for its share of the cost of the improvements;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL, OF THE CITY OF ELMHURST, DU PAGE COUNTY, ILLINOIS, that there is hereby appropriated the sum of Fifty one thousand, four hundred dollars (\$51,400.00) or so much therefore, as may be necessary from any money now, or hereinafter allotted to the City to pay its share of this improvement as provided in the agreement.

Approved this 17th day of November, 1976.

  
Mayor

Adopted this 15th  
day of November, 1976  
Ayes: 12 Nays: 0

  
City Clerk

" EXHIBIT B "

ORDINANCE NO. 1679

" EXHIBIT C "

AN ORDINANCE AMENDING THE TRAFFIC ORDINANCE  
OF THE VILLAGE OF VILLA PARK

WHEREAS, the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois have heretofore adopted Ordinance 791 otherwise known as the Traffic Ordinance of the Village of Villa Park; and

WHEREAS, the Traffic and Safety Commission of the Village of Villa Park has recommended that said ordinance be amended as hereinafter set forth; and

WHEREAS, the President and Board of Trustees of the Village of Villa Park concur with said recommendation,

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois as follows:

Section 1: That Parking be prohibited on St. Charles Road (S.A. Route 7) on the North side of St. Charles Road and on the South side of St. Charles Road from the East of the Village limits and from the West at the Village limits at all times.

Section 2: That parking be prohibited on Ardmore Avenue (S.A. Route 32) from Sunset Drive to Schiller Street on both sides of the street.

Section 3: That the Village Manager is authorized and directed to direct the Public Works Director to post the appropriate signs in compliance with this ordinance.

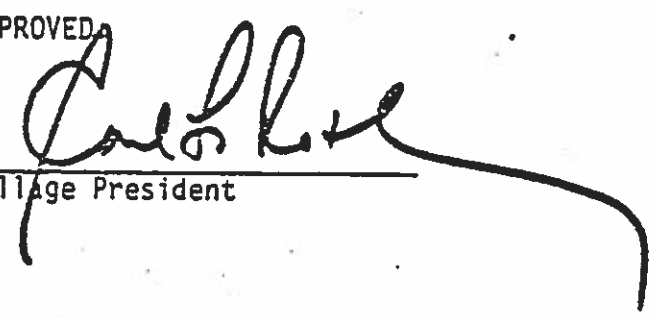
Section 4: The validity or invalidity of any section of this ordinance shall not affect the validity or invalidity of any section of any other section.

Section 5: This ordinance shall be in full force and effect from and after its passage pursuant to law.

Section 6: Anyone violating this ordinance or any part thereof shall be fined in a sum not to exceed \$500.00 (Five Hundred Dollars).

PASSED AND APPROVED this 17th day of November, 1976

APPROVED

  
Village President

ATTEST:

  
Village Clerk

" EXHIBIT C "

AYES: 6NAYS: 0

## " EXHIBIT D "

O-30-76

## AN ORDINANCE

DELINEATING THE PRESCRIBED PATTERN OF PARKING ALONG ST. CHARLES ROAD  
(F.A.U. ROUTE 1397, ELMHURST SECTION 76-00-113-00-RP)  
BETWEEN ILLINOIS ROUTE 83 AND VILLA AVENUE IN THE CITY OF ELMHURST

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL, CITY OF ELMHURST,  
DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1. All parking is prohibited along St. Charles Road  
between Illinois Route 83 and Villa Avenue within the City of Elmhurst.

SECTION 2. All parking on or immediately adjacent to the improve-  
ment known as FAU Project M-5003 (27) will be prohibited in the future  
as may be determined to be necessary by the State from traffic capacities.

SECTION 3. All ordinances or parts of ordinances in conflict with  
this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall remain in full force and effect  
from and after its passage and due publication according to law.

[Signature]  
Mayor

Passed this 20th

day of December, 1976

Ayes: 11 Nays: 0

[Signature]  
City Clerk

Copies To All  
Elected Officials  
11-30-76

"EXHIBIT D"

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF DU PAGE )

I, DOROTHY LENTZ, HEREBY CERTIFY that I am the duly elected, qualified and acting City Clerk of the City of Elmhurst, DuPage County Illinois, a municipal corporation, and the keeper of its seal and records.

I HEREBY FURTHER CERTIFY that the attached document is a true and correct copy of Ordinance 0-30-76 entitled Delineating  
Parking Along St. Charles Road Between Route 83 and Villa Avenue

now on file in my office at 119 Schiller Street, Elmhurst, Illinois.

I HEREBY FURTHER CERTIFY that said Ordinance was passed by the City Council of said City of Elmhurst on the 20 day of December 19 76, and that the vote of said City Council on the question of the passage of said ordinance was taken by ayes and nays and duly recorded in the minutes of the proceedings of said City Council, and that the result of said vote so taken was as follows: Ayes: 11 Nays: 0

I FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the true and lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Elmhurst aforesaid, at said City, in the County and State aforesaid, this 22nd day of December, 19 76.

Dorothy Lentz  
 City Clerk

STATE OF ILLINOIS )  
 VILLAGE OF VILLA PARK ) SS

" EXHIBIT D "

ORDINANCE NO. 1677

AN ORDINANCE  
PROHIBITING THE DISCHARGE OF SANITARY  
AND INDUSTRIAL WASTE WATER

BE IT ORDAINED by the Village Board of Villa Park, Illinois:

Section 1: It shall be unlawful for any person, firm or corporation to discharge or permit or cause to be discharged sanitary and industrial waste water into any storm sewers constructed as part of the improvement of Ardmore Avenue (S.A. Route 32) between Sunset Drive and Schiller Street.

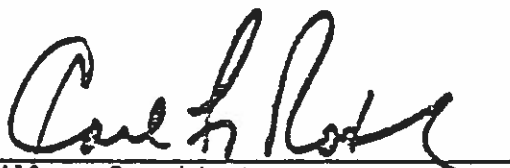
Section 2: It shall be unlawful for any person, firm or corporation to discharge or permit or cause to be discharged sanitary and industrial waste water into any storm sewers constructed as part of the improvement to St. Charles Road (S.A. Route 7.) within the corporate boundaries of the Village of Villa Park.

Section 3: Any person, firm or corporation violating the provisions of this ordinance shall be fined not more than \$500.00 for each offense.

Section 4: That all ordinances or parts of ordinances in conflict with this ordinance be and the same are hereby repealed.

Section 5: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED: This 11<sup>th</sup> day of November, 1976

  
 Village President

ATTEST:

  
 Village Clerk

" EXHIBIT E "

6 AYES

0 NAYS

0 ABSENT

" EXHIBIT F "

42

O-29-76

## AN ORDINANCE

PROHIBITING THE CONNECTION OF SANITARY AND INDUSTRIAL WASTE SEWERS  
TO STORM WATER DRAINAGE SYSTEMS ALONG ST. CHARLES ROAD  
(F.A.U. ROUTE 1397, ELMHURST SECTION 76-00113-00-RP)

BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
ELMHURST, DU PAGE COUNTY, ILLINOIS as follows:

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, to any storm water drainage system constructed as part of the improvement of St. Charles Road between Illinois Route 83 and Villa Avenue in the City of Elmhurst.

SECTION 2. All ordinances or parts of ordinances in conflict with this ordinance is hereby repealed to the extent of such conflict.

SECTION 3. This ordinance shall remain in full force and effect from and after its passage and due publication according to law.

Robert F. ...  
Mayor

Passed this 25th  
day of December, 1976  
Ayes: 11 Nays: 0

Anthony Lentz  
City Clerk

Charles ...  
11-30-76

" EXHIBIT F "

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF DU PAGE )

I, DOROTHY LENTZ, HEREBY CERTIFY that I am the duly elected, qualified and acting City Clerk of the City of Elmhurst, DuPage County Illinois, a municipal corporation, and the keeper of its seal and records.

I HEREBY FURTHER CERTIFY that the attached document is a true and correct copy of Ordinance 0-29-76 entitled Prohibiting Connection to Storm Water Drainage Systems Along St. Charles Road

now on file in my office at 119 Schiller Street, Elmhurst, Illinois.

I HEREBY FURTHER CERTIFY that said Ordinance was passed by the City Council of said City of Elmhurst on the 20th day of December 1976, and that the vote of said City Council on the question of the passage of said ordinance was taken by ayes and nays and duly recorded in the minutes of the proceedings of said City Council, and that the result of said vote so taken was as follows: Ayes: 11 Nays: 0

I FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the true and lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Elmhurst aforesaid, at said City, in the County and State aforesaid, this 22nd day of December, 19 76.

Dorothy Lentz  
 City Clerk

ORDINANCE NO. 1678

"EXHIBIT G"

AN ORDINANCE REGULATING ENCROACHMENT  
ON PUBLIC RIGHT OF WAY IN THE VILLAGE OF VILLA PARK  
DUPAGE COUNTY, ILLINOIS

WHEREAS, The Village of Villa Park, hereinafter known as the VILLAGE, and the State of Illinois, acting by and through its Department of Transportation, Division of Highways, have entered into an understanding relative to the improvement of Ardmore Avenue (S.A. Route 32) from Sunset Drive to Schiller Street and St. Charles Road (S.A. Route 7) from the East at the Village limits and to the West at the Village limits.

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

Roadway Right of Way is defined as those area 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;

Project Right of Way is defined as those areas within the project right of way lines established jointly by the Village and State, which will be free of encroachments except as hereinafter defined;

Encroachment is defined as any building, fence, sign or any other structure or object of any kind (with exception of utilities and public road signs), which is placed, located or maintained in, or, 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.

Permissible Encroachment is defined as any existing awning, marquee, advertising sign or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is a sidewalk extending to the building line and which does not impair the free and safe flow of traffic on the highway, the permissive retention of supported from poles constructed outside the project right of way line and not confined by adjacent buildings;

Construction Easement Area is defined as the area lying between the project right of way limits and the platted street limits within which the Village by concurrence in the establishment of the project right of way lines, will permit the State to enter to perform all necessary construction operations; and,

WHEREAS, representatives of the Village 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 Village of Villa Park, Dupage County, Illinois:

Section 1: It shall be unlawful for any person, firm or corporation to erect or cause to be erected, to retain or cause to be retained, any ENCROACHMENT (herein above defined), except as provided in Section 3, within the limits of 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 back of curb or shoulder line.

Section 3: Revocable permits have been issued by the Village for the temporary retention of the following PERMISSIBLE ENCROACHMENTS (herein above defined):

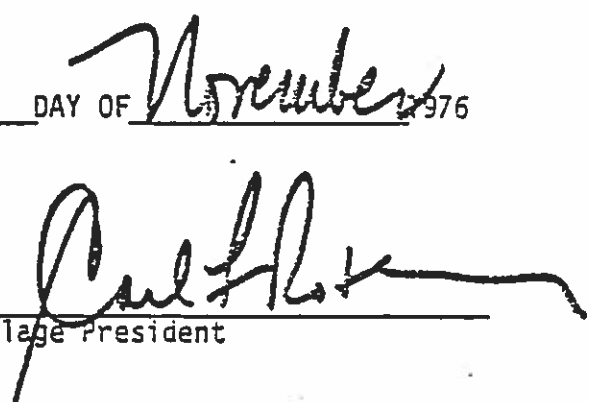
None

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 this ordinance shall be fined not less than three dollars (\$3.00) nor more than five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

Section 6: This ordinance shall be published 1 time (s) within 4 days after its passage, in a newspaper having a general circulation in the Village of Villa Park, Illinois, and shall be in full force and effect after its passage, publication and approval as provided by law.

PASSED AND APPROVED THIS 22<sup>nd</sup> DAY OF November 1976

  
Village President

ATTEST:

  
Village Clerk

6 AYES

0 NAYS

0 Absent

O-31-76

"EXHIBIT H"

## AN ORDINANCE

REGULATING ENCROACHMENT ON THE PUBLIC RIGHT OF WAY OF ST. CHARLES ROAD  
BETWEEN ILLINOIS ROUTE 83 AND VILLA AVENUE IN THE CITY OF ELMHURST,  
DU PAGE COUNTY, ILLINOIS

WHEREAS, the City of Elmhurst hereinafter known as the CITY, and the State of Illinois, acting by and through its Department of Transportation, Division of Highways, have entered into an understanding relative to the improvement of St. Charles Road (FAU Route 1579, Elmhurst Section 76-00113-00-RP) from Illinois Route 83 to Villa Avenue, in the City of Elmhurst, and;

WHEREAS, in order to facilitate said improvement it is necessary for the CITY 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 City and State, which will be free of encroachments except as hereinafter defined;
3. Encroachment is defined as any building, fence, sign or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located or 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, advertising sign or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is a sidewalk extending to the building line and which does not impair the free and safe flow of traffic on the highway, the permissive retention of overhanging signs is not to be 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 the City by concurrence in the establishment of the project right of way lines, will permit the State to enter to perform all necessary construction operations; and,

WHEREAS, representatives of the City 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 AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1. It shall be unlawful for any person, firm or corporation to erect or cause to be erected, to retain or cause to be retained, any ENCROACHMENT (herein above defined), except as provided in Section 3 within the limits of the project right of

SECTION 2. Project right of way lines have been established at the edge of sidewalk and back of curb.

SECTION 3. Revocable permits have been issued by the City for the temporary retention of the following PERMISSIBLE ENCROACHMENTS (herein above defined):

NONE

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 unless in direct conflict therewith.

SECTION 5. This ordinance shall remain in full force and effect from and after its passage and due publication according to law.

Ken L. Felt  
Mayor

Passed this 26th  
day of December, 1976  
Ayes: 11 Nays: 0

Dorothy Lent  
City Clerk

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF DU PAGE )

I, DOROTHY LENTZ, HEREBY CERTIFY that I am the duly elected, qualified and acting City Clerk of the City of Elmhurst, DuPage County Illinois, a municipal corporation, and the keeper of its seal and records.

I HEREBY FURTHER CERTIFY that the attached document is a true and correct copy of Ordinance 0-31-76 entitled Regulating Encroachment of Public Right-of-Way of St. Charles Road between Route 83 and Villa Avenue

now on file in my office at 119 Schiller Street, Elmhurst, Illinois.

I HEREBY FURTHER CERTIFY that said Ordinance was passed by the City Council of said City of Elmhurst on the 20th day of December, 19 76, and that the vote of said City Council on the question of the passage of said ordinance was taken by ayes and nays and duly recorded in the minutes of the proceedings of said City Council, and that the result of said vote so taken was as follows: Ayes: 11 Nays: 0

I FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the true and lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Elmhurst aforesaid, at said City, in the County and State aforesaid, this 22nd day of December, 19 76.

Dorothy Lentz  
 City Clerk

## "EXHIBIT I"

ORDINANCE 1840  
Incorporating Portions of St. Charles Road  
into the Municipal Street System of the  
Village of Villa Park

## WITNESSETH:

WHEREAS, the Village of Villa Park, a municipal corporation of the State of Illinois, will enter into an agreement with the State of Illinois, acting through its Department of Transportation, and by so doing will agree to the transfer of the jurisdiction of all of St. Charles Road (FAU Route No. 1397) extending from the west right of way line of Summit Avenue to the centerline of Villa Avenue, and of the south one-half of St. Charles Road extending from the centerline of Villa Avenue to the west abutment of the structure at Salt Creek, from the State Highway System to the Municipal Street System upon final acceptance by said Department of Transportation of the improvement to said route under the construction contract designated as FAUS PROJECT M-5003(27).

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Villa Park that all of St. Charles Road (FAU Route No. 1397) extending from the west right of way line of Summit Avenue to the centerline of Villa Avenue, and the south one-half of St. Charles Road extending from the centerline of Villa Avenue to the west abutment of the structure at Salt Creek, will be incorporated into and made a part of the Municipal Street System of this Village upon notification of its final acceptance of said FAUS PROJECT M-5003(27) by the Department of Transportation of the State of Illinois; and

FURTHER, the Clerk is hereby directed to transmit one (1) certified copy of this ordinance to the State of Illinois through its District Engineer's office at Schaumburg, Illinois.

PASSED AND APPROVED by the President and Board of Trustees  
 this 9<sup>th</sup> day of April, 1979.

William D. Williams  
 President of the Village of  
 Villa Park

ATTEST:

Margaret E. Lettice  
 Village Clerk of the Village of  
 Villa Park

AYES: 7 - Trustees, Bequonia, Harold Keating,  
Kronzel, Dickson, Watacki, President Williams  
 NAYS: 0  
 ABSENT: 0

## CERTIFICATE

I, Margaret E. Leftus, Village Clerk in and for  
the Village of Villa Park, in the County of DuPage and the State of  
Illinois, and keeper of the records and files thereof, as provided  
by statute, do hereby certify the foregoing to be a true, perfect  
and complete copy of an ordinance passed by the President and Board  
of Trustees of the Village of Villa Park at its Regular  
Board meeting held at Village Hall  
on 9. April, 1979.

In testimony whereof, I have hereunto set my hand and affixed the  
seal of said Village at my office this 9<sup>th</sup> April,  
A.D., 1979.



Margaret E. Leftus  
VILLAGE CLERK

" EXHIBIT J "

AN ORDINANCE 0-28-76

INCORPORATING A PORTION OF ST.CHARLES ROAD  
 INTO THE MUNICIPAL STREET SYSTEM OF THE  
 CITY OF ELMHURST

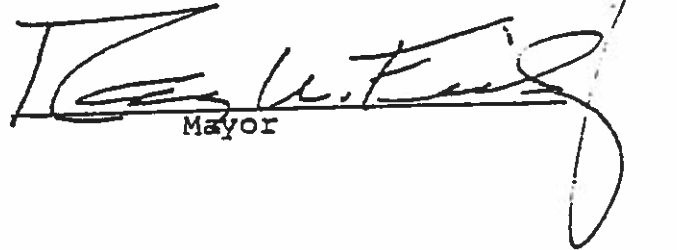
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WHEREAS, under date of November 15, 1976 the City of Elmhurst, a municipal corporation of the State of Illinois, petitioned the State of Illinois, through its Department of Transportation, to transfer the jurisdiction of all of St. Charles Road (FAU Route 1397) extending from Salt Creek to Illinois Route No. 83, and the north one-half of St. Charles Road extending from Villa Avenue to Salt Creek, from the State Highway System to the Municipal Street System upon final acceptance by said Department of Transportation of the improvement to said route under the construction contract designated as FAUS PROJECT M-5003(27);

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Elmhurst that all of St. Charles Road (FAU Route No. 1397) extending from Salt Creek to Illinois Route 83, and the north one-half of St. Charles Road extending from Villa Avenue to Salt Creek, will be incorporated into and made a part of the Municipal Street System of this City upon notification of its final acceptance of said FAUS PROJECT M-5003(27) by the Department of Transportation of the State of Illinois and

BE IT FURTHER ORDAINED that the Clerk is hereby directed to transmit one certified copy of this ordinance to the State of Illinois through its District Engineer's office at Schaumburg, Illinois

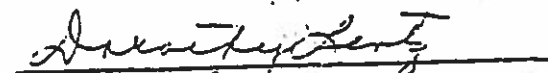
FURTHER, this ordinance shall be in full force and effect from and after its passage and publication according to law.

  
 Mayor

Passed this 6th day of

December 1976.

Ayes: 12 Nays: 0

  
 City Clerk

Published: 12-15-76



8 0 0 2 9 0 9 1  
Tx:40016629

FRED BUCHOLZ, RECORDER  
DUPAGE COUNTY ILLINOIS  
02/20/2019 03:50 PM  
RHSP

DOCUMENT # R2019-012226

Prepared by and return to:  
Forest Preserve District of  
DuPage County  
C/O Executive Director  
P.O. Box 5000  
Wheaton, IL 60189-5000

# VACANT LAND

P.I.N.: 06-03-415-008 (part)  
North side of St. Charles Road and  
West of Rte. 83

Elmhurst, IL 60126

## AN EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND CITY OF ELMHURST FOR BRIDGE IMPROVEMENTS AND AN EXISTING WATER MAIN AND STORM SEWER WITHIN A PORTION OF SALT CREEK GREENWAY FOREST PRESERVE

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "FOREST PRESERVE DISTRICT"), the City of Elmhurst, an Illinois municipal corporation (hereinafter referred to as "ELMHURST") and the Village of Villa Park, an Illinois municipal corporation (hereinafter referred to as "VILLA PARK"), pursuant to the attached Joinder, attached hereto and made a part hereof. The FOREST PRESERVE DISTRICT, ELMHURST and VILLA PARK are sometimes referred herein individually as a "Party" and collectively as the "Parties."

### WITNESSETH:

WHEREAS, the FOREST PRESERVE DISTRICT owns certain property commonly known as Salt Creek Greenway Forest Preserve (hereinafter referred to as "Salt Creek Greenway"); and

WHEREAS, ELMHURST and VILLA PARK are working cooperatively on the bridge reconstruction project of the existing St. Charles Road bridge over Salt Creek; and

WHEREAS, an AGREEMENT FOR FAUS PROJECT M-5003(27) between the State of Illinois, ELMHURST, and VILLA PARK, dated April 24, 1979, states in paragraph 12A that VILLA PARK agrees to maintain the Salt Creek Structure in its entirety; and

WHEREAS, ELMHURST has an existing water main and storm sewer North of St. Charles Road within a portion of Salt Creek Greenway; and

WHEREAS, ELMHURST requests the granting of a permanent easement to facilitate the reconstruction of the St. Charles Road bridge and for the installation and maintenance of sheet pilings by Villa Park all within a certain portion of Salt Creek Greenway ("Bridge Easement"); and

Mail Original To: Edward Kalina  
(Engineering Solutions Team)  
4708 S. Main Street, Suite 202  
Lisle, IL 60532

WHEREAS, ELMHURST also requests the granting of a permanent easement for the operation of and future maintenance of the existing water main and storm sewer located within a certain portion of Salt Creek Greenway ("Utility Line Easement"); and

WHEREAS, the FOREST PRESERVE DISTRICT and ELMHURST are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the "Transfer Act"; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, ELMHURST, pursuant to a duly passed ordinance, has determined that it is necessary to be granted permanent easements to facilitate the re-construction of the St. Charles Road bridge and by the installation and maintenance of sheet pilings by VILLA PARK and for the operation of and future maintenance of the existing water main and storm sewer by ELMHURST all within a certain portion of Salt Creek Greenway, such certain portions of Salt Creek Greenway are legally described and depicted in the attached **Exhibits "A", "B", and "C"** (hereinafter referred to as "Easement Premises"); and

WHEREAS, the FOREST PRESERVE DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant ELMHURST permanent easements subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the Parties agree as follows:

**1.0 INCORPORATION OF RECITALS**

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

**2.0 EASEMENTS GRANTED**

2.1 The FOREST PRESERVE DISTRICT hereby grants ELMHURST two non-exclusive, permanent easements subject to the terms and conditions as provided for in this Agreement. The Bridge Easement shall be fifteen (15) feet wide as measured from the north Right-of-Way line of St. Charles Road to facilitate the re-construction of the St. Charles Road bridge and for installation and maintenance of sheet pilings. The Utility Line Easement shall be twenty-five (25) feet wide as measured from the north Right-of-Way line of St. Charles Road for the operation of and future maintenance of the existing water main and storm sewer.

**3.0 SCOPE OF PROJECT**

3.1 VILLA PARK shall design, permit, construct and maintain the sheet pilings for the St. Charles Road bridge reconstruction project within and adjacent to the Salt Creek Greenway pursuant to this Agreement. Implementation of the bridge re-construction project shall be in accordance with the plan drawings (hereinafter referred to as the "Final Plan") prepared by V3 Companies. Pages 23 and 24 of the Final Plan are attached hereto as **Exhibit "D"** and depict the location of

the proposed sheet pilings. The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.

- 3.2 ELMHURST and VILLA PARK, in accordance with funding agreements with IDOT, shall pay all fees and costs necessary to design, permit, construct and implement the bridge re-construction project and as provided for in this Agreement.
- 3.3 ELMHURST or VILLA PARK shall notify the FOREST PRESERVE DISTRICT'S designated project representative (Kevin Stough, 630-933-7235) no less than five (5) business days prior to the first access to the Easement Premises. ELMHURST or VILLA PARK shall notify the FOREST PRESERVE DISTRICT no less than six (6) weeks prior to any future construction project within the Easement Premises related to the bridge, water main and storm sewer in accordance with the notice provisions in paragraph 11.0 herein. ELMHURST or VILLA PARK shall make any independent contractor accessing the Easement Premises aware of the terms and conditions of this Agreement.
- 3.4 ELMHURST or VILLA PARK shall notify the FOREST PRESERVE DISTRICT'S designated project representative within two (2) days after the completion of the restoration of the Easement Premises.

#### **4.0 EASEMENT FEE**

- 4.1 Given that ELMHURST paid for a portion of the purchase price of the underlying land encompassing the Easement Premises, the long existence of the water main and storm sewer, and that ELMHURST has continued to maintain the water main and storm sewer in a quality manner at their sole cost, the easement fee is hereby waived.

#### **5.0 ST. CHARLES ROAD BRIDGE PERMITS AND APPROVALS**

- 5.1 VILLA PARK shall complete the design of the bridge re-construction project, including all plan sets, drawings, specifications and cost estimates. ELMHURST and VILLA PARK agree to cooperate with the FOREST PRESERVE DISTRICT regarding any significant proposed changes, alterations, or modifications to the Final Plans including, but not limited to any field adjustments or change orders, by providing reasonable advance notification and opportunity for review and comment.
- 5.2 VILLA PARK shall obtain all necessary permits or other approvals required for the bridge re-construction project. VILLA PARK shall also comply with all applicable federal, state and local laws, rules and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the Easement Premises or exercises any rights conferred under this Agreement.
- 5.3 VILLA PARK agrees to provide the FOREST PRESERVE DISTRICT with as-built record drawings of the bridge re-construction project within ninety (90) days following completion of the bridge re-construction project.

#### **6.0 INSURANCE**

- 6.1 Before commencing with access to and work activities within the respective Easement Premises, VILLA PARK, for the construction and/or maintenance of the bridge improvements for the St. Charles Road Bridge, and ELMHURST, for the maintenance, repair and /or replacement of the watermain and storm sewer, and each contractor engaged to perform any work on the respective Easement Premises shall obtain the following insurance coverages, which shall be maintained in force until the FOREST PRESERVE DISTRICT has accepted the restoration work within the

Easement Premises:

- (a) Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.
- (b) Employer's Liability Insurance with limits as required by the applicable statutes of the State of Illinois.
- (c) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence bodily injury/ property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The Commercial General Liability policy shall include, but not be limited to, the following:
  - (i) premises/operations coverage;
  - (ii) products/completed operations coverage;
  - (iii) contractual liability coverage (specifically covering the indemnification obligations referred to in paragraph 9);
  - (iv) personal injury coverage (with the employment exclusion deleted);
  - (v) broad form property damage coverage;
  - (vi) explosion, collapse and underground coverage; and
  - (vii) independent contractor liability coverage.
- (d) Comprehensive Motor Vehicle Liability Insurance with limits of not less than \$2,000,000 each accident bodily injury/property damage combined single limit.

The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the FOREST PRESERVE DISTRICT as additional insured.

- 6.2 The coverage limits specified in subparagraphs (c) and (d) may be satisfied through a combination of primary and excess insurance. The foregoing insurance coverages shall be provided by companies authorized to transact business in the State of Illinois and with a "Best" rating of "A" or higher. ELMHURST, or VILLA PARK, as the case may be, for its respective work, and its contractors shall provide the FOREST PRESERVE DISTRICT with a Certificate of Insurance for each of the coverages specified above and, if requested, copies of the policies issued by the insurers prior to the commencement of any work on the Easement Premises. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least 30 days' prior written notice to the FOREST PRESERVE DISTRICT. ELMHURST, or VILLA PARK, as the case may be, for its respective work, shall not allow any contractor to commence work on the Easement Premises until all the insurance coverages required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the FOREST PRESERVE DISTRICT. Each contract between ELMHURST, or VILLA PARK, as the case may be, for its respective work, and a contractor performing work on the Easement Premises shall provide that the FOREST PRESERVE DISTRICT is intended as a third-party beneficiary of the insurance obligation that is required of the contractor under this paragraph.
- 6.3 ELMHURST and VILLA PARK, as the case may be, for its respective improvements, shall procure and maintain a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the Easement Premises. The policy shall (a) provide "occurrence" based coverage; (b) be issued by a company authorized to transact business in this State under the Illinois Insurance Code and acceptable to the FOREST PRESERVE DISTRICT; (c) include an endorsement naming the FOREST PRESERVE DISTRICT as an additional insured; (d) include contractual liability

coverage; and (e) not be subject to cancellation or modification without at least 30 days' written notice to the FOREST PRESERVE DISTRICT, unless otherwise agreed to in writing between the FOREST PRESERVE DISTRICT and ELMHURST or VILLA PARK. ELMHURST and VILLA PARK, as the case may be, for its respective improvements, shall provide evidence of said insurance coverage upon request by furnishing the FOREST PRESERVE DISTRICT with a current Certificate of Insurance and, if requested, a certified copy of the policy issued by the insurer.

**7.0 CONSTRUCTION ACTIVITY**

- 7.1 All construction activities shall be confined to the Easement Premises. No construction personnel or equipment shall be permitted outside the Easement Premises while engaged in construction activities.
- 7.3 The FOREST PRESERVE DISTRICT shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the bridge re-construction project. In no event shall the FOREST PRESERVE DISTRICT be responsible for or have any obligation with respect to the safety of any person performing work on the Easement Premises, including, but not limited to, the employees of ELMHURST or VILLA PARK or of any contractor, subcontractor, agent or consultant.
- 7.4 ELMHURST or VILLA PARK shall maintain the Easement Premises, the Bridge Easement by Villa Park and the Utility Line Easement by Elmhurst, in accordance with applicable safety rules and regulations.
- 7.5 In the event ELMHURST or VILLA PARK, its employees or agents, or any contractor or subcontractor engaged to perform work on the Easement Premises causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof, ELMHURST or VILLA PARK shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at current replacement costs as reasonably determined by the FOREST PRESERVE DISTRICT for all material, labor and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair, ELMHURST or VILLA PARK shall pay the FOREST PRESERVE DISTRICT an amount equal to 15 percent of the cost of restoration and repair for administrative and supervision expenses.

**8.0 RESTORATION**

- 8.1 Following completion of the bridge re-construction project, all areas affected or disturbed within the Easement Premises shall be properly restored by VILLA PARK. In order to ensure that all affected areas are properly restored, including any damage occurring outside the boundaries of the Easement Premises, ELMHURST or VILLA PARK shall pay a restoration deposit of \$1,000.00 prior to execution of this Agreement by the FOREST PRESERVE DISTRICT. All restoration shall be subject to the approval of the FOREST PRESERVE DISTRICT'S Executive Director. ELMHURST'S or VILLA PARK'S restoration deposit shall be refunded, without interest, upon the satisfactory performance of the restoration of the Easement Premises and the acceptance thereof by the FOREST PRESERVE DISTRICT.
- 8.2 If ELMHURST or VILLA PARK fails to properly restore the Easement Premises within 30 days of service of the FOREST PRESERVE DISTRICT'S written demand for the restoration work, the FOREST PRESERVE DISTRICT shall have the right to take such action as it deems

necessary to perform the restoration or corrective work, which shall include the authority to (a) perform the work with its own personnel and (b) engage the services of an independent contractor to perform the work. If the costs and expenses incurred by the FOREST PRESERVE DISTRICT in repairing the damage exceed the amount of the restoration deposit provided to the FOREST PRESERVE DISTRICT, ELMHURST or VILLA PARK shall reimburse the FOREST PRESERVE DISTRICT for costs associated with said restoration or corrective work within 30 days of service of the FOREST PRESERVE DISTRICT's written demand for payment.

**9.0 INDEMNIFICATION**

- 9.1 To the extent permitted by law, ELMHURST, with respect to the Utilities Easement, or VILLA PARK, with respect to the Bridge Easement, shall defend, save, and hold harmless the FOREST PRESERVE DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses, damages and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the construction activities, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of ELMHURST, solely with respect to the Utility Easement, or VILLA PARK, solely with respect to the Bridge Easement, or its contractors, subcontractors, engineers, consultants, employees, or agents.
- 9.2 To the extent permitted by law, ELMHURST, with respect to the Utilities Easement, or VILLA PARK, with respect to the Bridge Easement, shall also defend, save, hold harmless and indemnify the FOREST PRESERVE DISTRICT from any and all claims, liabilities, causes of action, losses and damages that may arise or be claimed by any person or entity for bodily injury, sickness, death or property damage, or for any other claim or suit of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, any defect in the new bridge, in the case of VILLA PARK, and existing water main and storm sewer, in the case of Elmhurst, caused by defective materials, workmanship or construction methods.
- 9.3 The obligation on the part of ELMHURST, with respect to the Utilities Easement, or VILLA PARK, with respect to the Bridge Easement, to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT is perpetual.
- 9.4 ELMHURST, with respect to the Utilities Easement, or VILLA PARK, with respect to the Bridge Easement, shall require each contractor who performs any work, on behalf of either ELMHURST or VILLA PARK, respectively, in that portion of the Easement Premises, to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT to the same extent as required of the ELMHURST or VILLA PARK, as the case may be, under paragraph 9.0, and ELMHURST or VILLA PARK shall include in all of its contracts a statement expressly declaring the FOREST PRESERVE DISTRICT to be a third-party beneficiary of the indemnification provision.
- 9.5 ELMHURST, with respect to the Utilities Easement, or VILLA PARK, with respect to the Bridge Easement, shall promptly pay all costs and expenses relating to any and all work within that portion of the Easement Premises, for its respective work, and shall not allow any liens on FOREST PRESERVE DISTRICT property as a result of the work. To the extent permitted by law, ELMHURST, with respect to the Utilities Easement, or VILLA PARK, with respect to the Bridge Easement, shall defend, indemnify and hold the FOREST PRESERVE DISTRICT

harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

#### **10.0 BREACH OF AGREEMENT**

- 10.1 If a Party reasonably believes that a breach of this Agreement has occurred or is occurring, the Party shall serve written notice thereof upon the Party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The Party alleged to have committed the breach shall have 30 days within which to cure the violation. If the Party in violation fails to cure the breach within the 30-day period, the FOREST PRESERVE DISTRICT may pursue monetary damages or specific performance provided that the 30-day cure period shall be extended for a reasonable time the Party has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action. Given the importance of the bridge re-construction project to public health and safety and given the nature and scope of the bridge re-construction project, remedies available to the FOREST PRESERVE DISTRICT do not and shall not include termination of this Agreement or prevention of access to the Easement Premises.
- 10.2 Action by any Party to enforce this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding Paragraph 10.1.
- 10.3 A waiver by a Party of any breach of one or more of the terms of this Agreement on the part of the other Party shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a Party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a Party from enforcing full compliance with the provisions set forth herein. No delay, failure or omission of a Party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the Parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges and remedies given the Parties under this Agreement and by law shall be cumulative.

#### **11.0 NOTICES**

- 11.1 All notices required to be given under the terms of this Agreement shall be in writing and served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the FOREST PRESERVE DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served upon ELMHURST shall be directed to the City Manager, City of Elmhurst, 209 N. York Street, Elmhurst, Illinois 60126. Notices served upon VILLA PARK shall be directed to Village Manager, Village of Villa Park, 20 South Ardmore Avenue, Villa Park, Illinois 60181. Notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Notwithstanding anything to the contrary, any notice by a Party alleging a breach of this Agreement shall be by certified or registered mail as set forth above. Any Party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

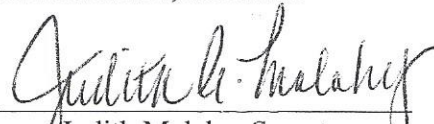
**12.0 MISCELLANEOUS TERMS**

- 12.1 All rights, title and privileges herein granted, including all benefits and burdens, shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns. ELMHURST transfers and assigns the Bridge Easement and all of ELMHURST's obligations as described in this Agreement within the Bridge Easement to VILLA PARK and VILLA PARK accepts the transfer and assignment of the Bridge Easement from ELMHURST and all of ELMHURST's obligations as described in this Agreement within the Bridge Easement and the City is hereby released from any and all duties and obligations with regard to the Bridge Easement.
- 12.2 The FOREST PRESERVE DISTRICT hereby reserves the right to use, or permit to be used, the Easement Premises in any manner that will not prevent or materially interfere with the exercise by a Party of the rights granted herein.
- 12.3 If any Party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.
- 12.4 ELMHURST shall be responsible for recording this Agreement, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the FOREST PRESERVE DISTRICT with a recorded copy.
- 12.5 The provisions set forth herein represent the entire agreement between the Parties and supersede any previous oral or written agreements, as it is the intent of the Parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all Parties.
- 12.6 This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 12.7 This Agreement shall be executed in duplicate, and each Party shall retain a fully executed original, all of which shall be deemed to be one Agreement.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates stated below.

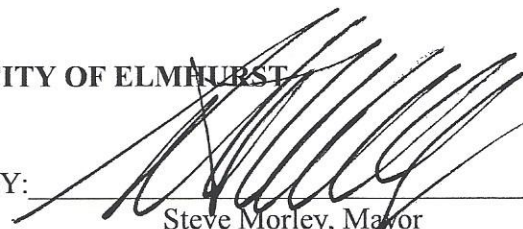
**FOREST PRESERVE DISTRICT OF  
DU PAGE COUNTY**

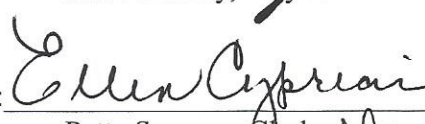
BY:   
Daniel Hebreard, President

ATTEST:   
Judith Malahy, Secretary

Date signed: 2/20/19

**CITY OF ELMHURST**

BY:   
Steve Morley, Mayor

ATTEST:   
Patty Spencer, Clerk Deputy

Date signed: 2/19/19

**VILLAGE OF VILLA PARK EASEMENT JOINDER**

This Joinder executed this 18 day of FEBRUARY, 2019, by the VILLAGE OF VILLA PARK ("Villa Park") to that certain attached Easement Agreement Between the Forest Preserve District of DuPage County and City of Elmhurst for Bridge Improvements and an Existing Water Main and Storm Sewer Within a Portion of Salt Creek Greenway Forest Preserve ("Easement Agreement"), hereby approves and consents for the purpose of Villa Park being obligated to undertake and perform any and all duties and obligations referenced in the attached Easement Agreement, as applicable to the Bridge Easement, including but not limited to the applicable provision of part of or all of Sections 3.0, 5.0, 6.0, 7.0, 8.0, 9.0, and 12.1.

VILLAGE OF VILLA PARK

BY: Albert Bulthuis  
Albert "Al" Bulthuis, Village President

ATTEST: Hosanna Korynecky  
Hosanna Korynecky, Clerk

Date signed: 2-18-19

## LEGAL DESCRIPTIONS

15-foot wide easement for bridge reconstruction, installation of bridge improvements (sheet pilings), and future bridge maintenance

That part of the Southeast Quarter of Section 3, Township 39 North, Range 11 East of the Third Principal Meridian, in York Township, DuPage County, Illinois, bearings and distances on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99995426; described as follows:

The South 15.00 feet of the West 200 feet of Lot 2 in Heine's Division of part of the Southeast Quarter of the Southeast Quarter of Section 3, Township 39 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded September 23, 1968 as document number R68-44007, in DuPage County, Illinois.

Said parcel containing 0.069 Acres, more or less.

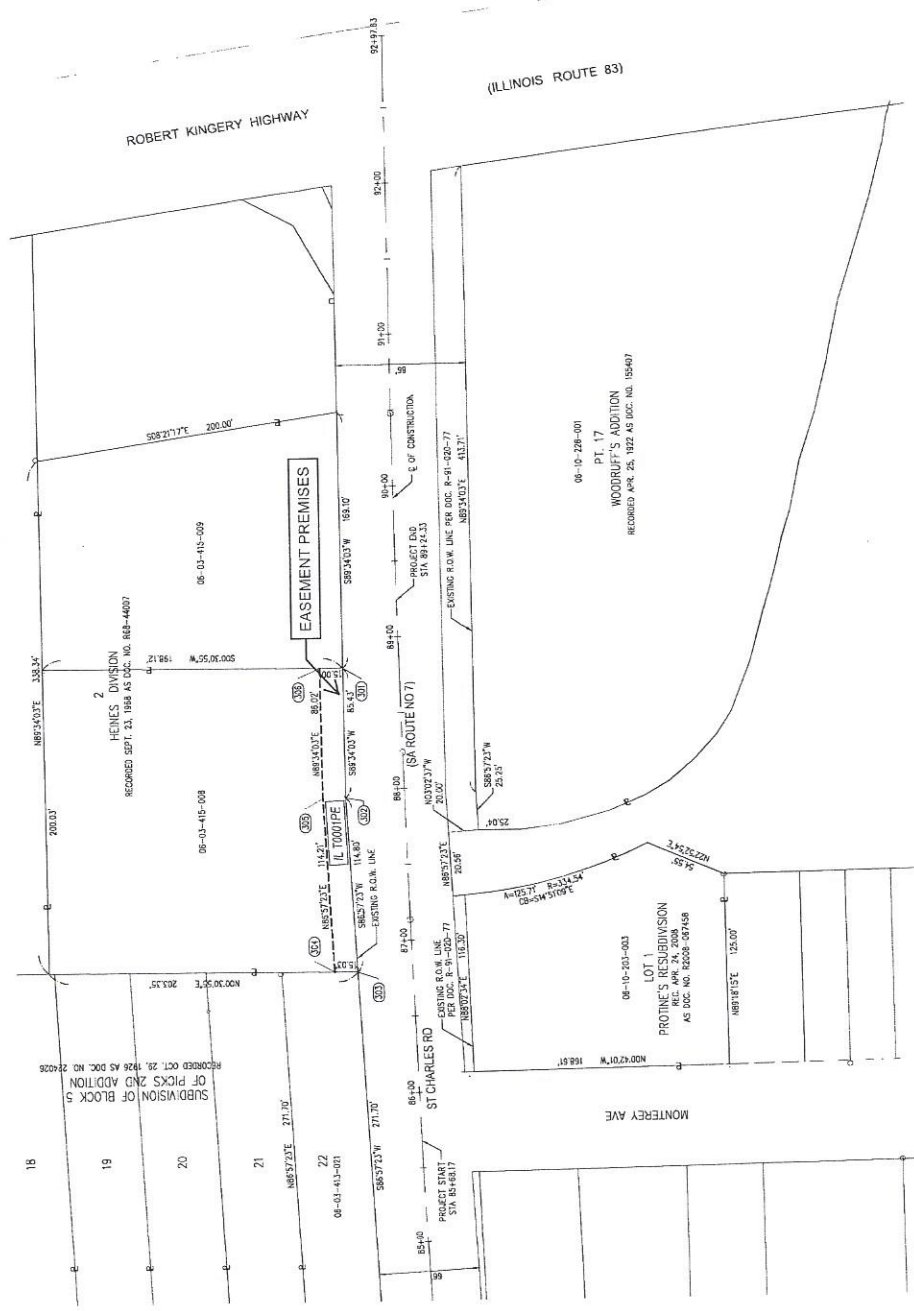
25-foot wide easement for operation and future maintenance of existing water main and existing storm sewer

That part of the Southeast Quarter of Section 3, Township 39 North, Range 11 East of the Third Principal Meridian, in York Township, DuPage County, Illinois, bearings and distances on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99995426; described as follows:

The South 25.00 feet of the West 200 feet of Lot 2 in Heine's Division of part of the Southeast Quarter of the Southeast Quarter of Section 3, Township 39 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded September 23, 1968 as document number R68-44007, in DuPage County, Illinois.

Said parcel containing 0.115 Acres, more or less.

## LEGEND



IRON PIPE OR ROD FOUND      @ 8" MAX SET  
CUT CROSS FOUND OR SET      ● 5 / 8" REBAR SET

STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE PORTION SHOWN, IDENTIFIED BY INSRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.

STAKING OF PROPOSED RIGHT OF WAY MONUMENTS LOCATED AREAS, WALKER PORTION IDENTIFIED BY MONUMENTS FOLLOW GROUND TO WALK FUTURE SURVEY WALKER PORTION IDENTIFIED BY MONUMENTS PLACED CAP BEARING SURVEYORS REGISTRATION NUMBER.

PERMANENT SURVEY MARKER, I.D. NO. STANDARD 607101.02 (TO BE SET BY OTHERS)

RIGHT OF WAY STAKING PROPOSED TO BE SET

NOTES:  
ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.  
COORDINATES, BEARINGS & DISTANCES SHOWN NORTH ARE BASED ON THE ILLINOIS STATE PLAT MAP, 1850, TOWNSHIP 35 NORTH, RANGE 10 EAST, 2ND, NORTH AMERICAN DATUM OF 1983 (2017 ADJUSTMENT) "GRD".

ALL MEASURED AND CALCULATED DISTANCES ARE "GRD" NOT "GROUND". TO OBTAIN GROUND DISTANCES, ADJUST GRD DISTANCES SHOWN BY THE COMBINATION FACTOR OF 0.99995422.

AREAS SHOWN ON THIS PLAT ARE "GROUND".

STATE OF ILLINOIS      } SS  
COUNTY OF DAUPHINE

THIS IS TO CERTIFY THAT WE, VA. SURVEYING CORPORATION, 1840002902, HAVE PROFESSIONAL DESIGN FROM ILLINOIS SURVEYORS BOARD, 1840002902, TOWNSHIP 35 NORTH, RANGE 10 EAST, 2ND, NORTH AMERICAN DATUM OF 1983 (2017 ADJUSTMENT) "GRD".

THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE CORRECT POSITIONS AND THAT THE PLAT IS TRUE AND CORRECT AND THAT THE SURVEY TO BE SET, REFERENCE, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, DATED AT WOODRIDGE, ILLINOIS THIS      DAY OF      20      A.D.

CHARLES W. BARTOSZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3108  
MY LICENSE EXPIRES ON NOVEMBER 30, 2020.  
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM  
STANDARDS FOR A BOUNDARY SURVEY.

**A**  
Engineers  
Scientists  
Surveyors

7325 Janes Avenue, Suite 101  
Woodridge, IL 60517  
630.724.9200 voice  
630.724.0384 fax  
waco.com

PLAT OF HIGHWAYS  
STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
FAU ROUTE 1397 (ST. CHARLES ROAD)  
COUNTY: DUPAGE  
JOB NO. R-41-005  
SUBDIVISION: 15-00394-00-BR  
RD-48-17 TO STA. 29+24.31  
SHEET 25 OF 106 SHEETS  
DATE: 1-1-40

IDOT USE ONLY

| PROJECT COORDINATES<br>ILLINOIS STATE PLANE, EAST ZONE, NAD83 (2011) |          |         |           |            |
|----------------------------------------------------------------------|----------|---------|-----------|------------|
| PT. NO.                                                              | STATION  | EASTING | NORTHING  | EASTING    |
| 101                                                                  | 88+00.70 | -13.83  | 192028.97 | 103431.563 |
| 102                                                                  | 87+50.70 | -13.84  | 192029.21 | 103435.133 |
| 103                                                                  | 87+00.70 | -13.85  | 192029.45 | 103438.703 |
| 104                                                                  | 86+50.81 | -36.31  | 192024.25 | 103409.263 |
| 105                                                                  | 86+00.81 | -36.32  | 192024.49 | 103412.833 |
| 106                                                                  | 85+50.81 | -51.37  | 192024.29 | 103416.403 |
| 107                                                                  | 85+00.81 | -51.38  | 192024.53 | 103420.003 |
| 108                                                                  | 84+50.81 | -51.84  | 192024.54 | 103423.573 |
| 109                                                                  | 84+00.81 | -52.02  | 192024.52 | 103427.153 |
| 110                                                                  | 83+50.81 | -52.02  | 192024.52 | 103430.723 |

| PARCEL NUMBER | OWNER                                      | TOTAL TAXABLE ACRES | PART TAXING ACRES | ACRES IN EXISTING R.O.N. LOTS | REMAINDER ACRES | EASEMENT AREA ACRES | SQUARE FEET | PARCEL INDEX NUMBER |
|---------------|--------------------------------------------|---------------------|-------------------|-------------------------------|-----------------|---------------------|-------------|---------------------|
| 11 70001PE    | FOREST INSURANCE DISTRICT OF INDIAN COUNTY | 0.916               |                   |                               | 0.916           | 0.009               | 3,003       | 06-03-415-008       |

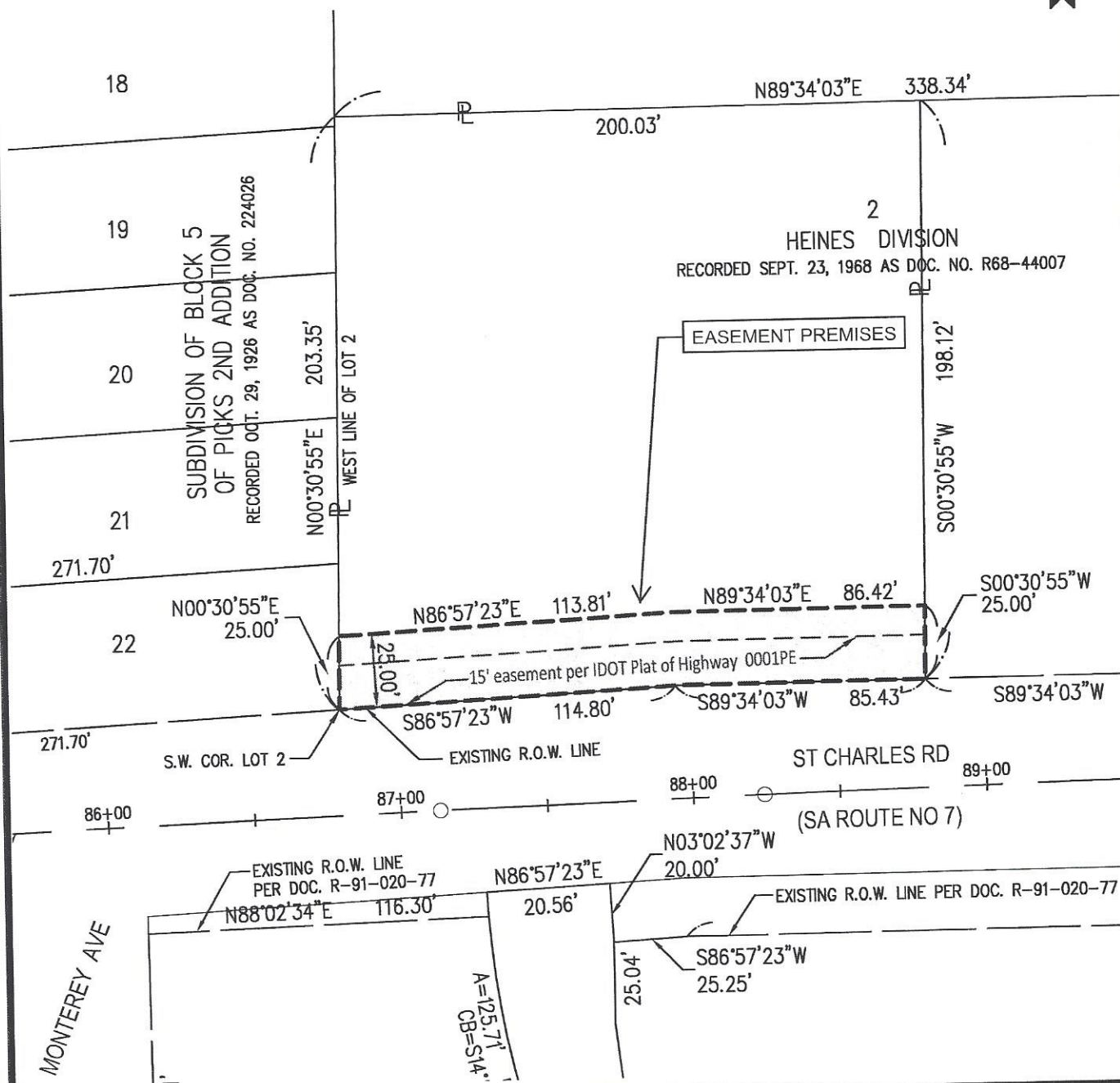
Exhibit "B"



GRAPHIC SCALE  
FEET



SCALE: 1" = 50'



Engineers  
Scientists  
Surveyors

7325 Janes Avenue, Suite 100  
Woodridge, IL 60517  
630.724.9200 voice  
630.724.0384 fax  
v3co.com

PREPARED FOR:  
VILLAGE OF VILLA PARK

20 S. Ardmore Avenue  
Villa Park, Illinois 60181-2696  
630.834.8505

PROJECT NO. 18259.1  
GROUP NO. VP09.1  
SCALE: 50'  
DATE: 02/04/19







# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

February 22, 2018

Mr. Richard Keehner, Jr.  
Village Manager  
Village of Villa Park  
20 South Ardmore Avenue  
Villa Park, IL 60181



Dear Mr. Keehner:

This is in response to your letter dated February 2, 2018 requesting that the Illinois Department of Transportation (Department) participate in the proposed improvements to the St. Charles Road Bridge over Salt Creek in the Village of Villa Park (Village). This will serve as a Letter of Intent between the Department and the Village outlining the State's anticipated financial participation in this locally initiated improvement.

St. Charles Road is a local road and is under the jurisdiction of the Village west of the bridge and the Village of Elmhurst east of the bridge. The existing bridge structure carrying St. Charles Road over Salt Creek (SN 022-6950) is under the Department's jurisdiction. Therefore, the anticipated state financial participation in this project will be based on the payable construction items on the state-owned structures as part of this locally initiated roadway improvement.

It is our understanding that the Village has already completed Phase I engineering. Additionally, the Village agrees to be the lead agency for the Phase II engineering and right-of-way acquisition. Since the Village is already engaged in pre-construction activities, the Department proposes to include the State financial participation in these activities in the proposed construction/CE cost, thereby reducing the local participation in the construction/CE.

It is our understanding that the Village has secured Major Bridge funds (STP-BR) with an 80% Federal and 20% Local cost participation. Based on the level of federal funding secured by the Village coupled with the aforementioned level of State financial participation, the Department's financial participation in the propose project will be approximately \$550,800 as indicated in the following table:

| Phase                       | Total Cost         | FHWA Cost          | Illinois Department of Transportation Cost | Village of Villa Park Cost | Village of Elmhurst Cost |
|-----------------------------|--------------------|--------------------|--------------------------------------------|----------------------------|--------------------------|
| Phase I Engineering         | \$278,800          | \$223,020 (80%)    |                                            | \$29,200                   | \$26,700                 |
| Phase II Engineering        | \$224,000          | \$179,200 (80%)    |                                            | \$23,300                   | \$21,500                 |
| Right-of-Way Acquisition    | \$100,000          | \$80,000 (80%)     |                                            | \$10,500                   | \$9,500                  |
| Construction                | \$2,585,000        | \$2,068,000 (80%)  | \$479,600                                  | \$19,400                   | \$18,000                 |
| Phase III Engineering (15%) | \$388,000          | \$310,400 (80%)    | \$71,200                                   | \$3,400                    | \$3,000                  |
| <b>TOTALS</b>               | <b>\$3,575,800</b> | <b>\$2,860,640</b> | <b>\$550,800</b>                           | <b>\$85,800</b>            | <b>\$78,700</b>          |

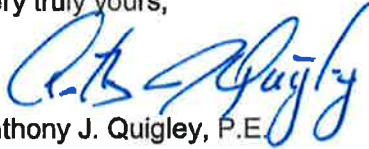
The Department's maximum financial participation in this locally initiated improvement shall not exceed \$550,800. Any increase in state financial participation must be requested in writing and approved prior to any additional expenditure. This will serve as Letter of Intent and will serve as a basis for the preparation of the future formal intergovernmental agreement for the improvement. The Department will make every effort to program the state financial participation in our Fiscal Year 2020, to coincide with the target Letting date. The Village will continue to act as the lead agency for this improvement and will continue to process this project through the Department's Bureau of Local Roads and Streets.

At the end of this letter, there is an area where you can state your concurrence to the state financial participation in this locally initiated improvement. Please indicate your concurrence and return an original signed copy of this letter at your earliest convenience.

Mr. Richard Keehner, Jr.  
February 22, 2018  
Page three

If you have any questions or need additional information, please contact me or Mike Sullivan, Area Programmer, at (847) 705-4078.

Very truly yours,



Anthony J. Quigley, P.E.  
Region One Engineer

cc: Albert Bulthuis, Village of Villa Park  
Vydas Juskelis, Village of Villa Park  
Jeremie Lukowicz, Village of Villa Park  
James Grabowski, City of Elmhurst

Concur: X

Do Not Concur: \_\_\_\_\_

Signature: Rich Keehner, Jr.

Title: Village Manager

Date: 3-5-2018

# Departmental Correspondence

**Date:** 05/24/2019  
**To:** Rich Keehner, Jr., Village Manager  
**From:** Kevin Mantels, Assistant Village Engineer



**Re:** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Agreement between the Village and the State of Illinois Department of Transportation for the Improvement of the St. Charles Road Bridge over Salt Creek and the Authorization and Appropriation of Funds for Project Costs in the Total Amount of \$46,200

---

## **STATEMENT OF PROBLEM**

The St. Charles Road Bridge Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan. The project consists of the replacement of the bridge superstructure. Design is complete and the project has been bid. The Village expects to receive both federal and state funding for the construction of the project. A Local Public Agency Agreement with IDOT to provide this funding is required in order to proceed with contract award and construction of the project. A resolution approving the funding agreement and appropriating the Village's share of project costs is needed.

## **INVESTIGATION**

The total estimated cost of the St. Charles Road Bridge Improvement Project, including construction and construction engineering, is \$2,985,000. The Village expects to receive 80% federal funding for this project through the Illinois Special Bridge Program (ISBP), with a maximum federal share of \$2,388,000, and also expects to receive state funding in the amount of \$550,800. This would result in a local share of construction and construction engineering costs of \$46,200.

Because of the federal and state funding associated with the project, the construction contract must be bid and overseen by IDOT. IDOT will be responsible for paying construction contract costs directly and seeking reimbursement of the local share of those costs, if any, from the Village. The Village will be responsible for providing construction engineering services, and staff proposes to contract for those services. A proposed construction engineering services agreement with V3 Companies, Ltd., has already been approved by the Village Board. The Village would be responsible for paying for construction engineering costs directly and seeking reimbursement of the federal and state share of those costs from IDOT.

Funds for construction engineering for this project are budgeted in Street Improvement Fund account number 60.502.10.292 and funds for construction are budgeted in Street Improvement Fund account number 60.502.10.299.

## **RECOMMENDATION**

Staff recommends approval of the resolution approving the Local Public Agency Agreement with the State of Illinois Department of Transportation to provide federal and state funding for the St. Charles Road Bridge Improvement Project and to authorize and appropriate the Village's share of project costs.



## GRAPHIC SCALE

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------|
| <b>VILLAGE OF VILLA PARK<br/>CAPITAL IMPROVEMENT PLAN<br/>2019 THROUGH 2023</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | <b>Fund(s) / Department(s):</b><br><b>Street Improvement Fund</b><br><b>ISBP Grant</b><br><b>STP-BR Grant</b> |
| <b>Project Name:</b> St. Charles Road Bridge Improvement Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                               |
| <b>Objective:</b> To repair or replace deteriorated components of the St. Charles Road bridge and prevent further deterioration.                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                               |
| <b>Description:</b> This project consists of the rehabilitation of the St. Charles Road bridge over Salt Creek.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                               |
| <b>Justification:</b> Bridge inspections conducted by IDOT have determined that the bridge structure has deteriorated to the point that it will require rehabilitation or replacement within the next few years. The Surface Transportation Program Bridge Program (STP-BR) is expected to provide funding for 80% of engineering and construction costs. The State of Illinois and the City of Elmhurst have also agreed to provide funding for their share of project costs, with their total financial participation expected to be provided during the construction phase of the project. |  |                                                                                                               |

| Funding Source | Total Cost | Previous Years | Estimated Expenditures by Year |      |      |      |      | Future Years |
|----------------|------------|----------------|--------------------------------|------|------|------|------|--------------|
|                |            |                | 2019                           | 2020 | 2021 | 2022 | 2023 |              |

| Engineering / Professional Services  |                |                |                |          |          |          |          |          |
|--------------------------------------|----------------|----------------|----------------|----------|----------|----------|----------|----------|
| Street Improvement Fund <sup>1</sup> | 187,151        | 79,351         | 107,800        | -        | -        | -        | -        | -        |
| ISBP Grant                           | 311,200        | -              | 311,200        | -        | -        | -        | -        | -        |
| STP-BR Grant                         | 424,645        | 304,645        | 120,000        | -        | -        | -        | -        | -        |
| <b>Engineering Subtotals</b>         | <b>922,996</b> | <b>383,996</b> | <b>539,000</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |

| Construction / Building              |                  |                |                  |          |          |          |          |          |
|--------------------------------------|------------------|----------------|------------------|----------|----------|----------|----------|----------|
| Street Improvement Fund <sup>1</sup> | 620,000          | 100,800        | 519,200          | -        | -        | -        | -        | -        |
| ISBP Grant                           | 2,076,800        | -              | 2,076,800        | -        | -        | -        | -        | -        |
| STP-BR Grant                         | 80,000           | 80,000         | -                | -        | -        | -        | -        | -        |
| <b>Construction Subtotals</b>        | <b>2,776,800</b> | <b>180,800</b> | <b>2,596,000</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |

| Funding Sources Subtotals            |                  |                |                  |          |          |          |          |          |
|--------------------------------------|------------------|----------------|------------------|----------|----------|----------|----------|----------|
| Street Improvement Fund <sup>1</sup> | 807,151          | 180,151        | 627,000          | -        | -        | -        | -        | -        |
| ISBP Grant                           | 2,388,000        | -              | 2,388,000        | -        | -        | -        | -        | -        |
| STP-BR Grant                         | 504,645          | 384,645        | 120,000          | -        | -        | -        | -        | -        |
| <b>PROJECT TOTALS</b>                | <b>3,699,796</b> | <b>564,796</b> | <b>3,135,000</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |

1. The State of Illinois and the City of Elmhurst are expected to provide their total financial participation during the construction phase of the project. The state's estimated contribution is \$550,800 and the city's estimated contribution is \$78,700, for a total of \$629,500. These contributions would offset estimated Street Improvement Fund costs.



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

February 22, 2018

Mr. Richard Keehner, Jr.  
Village Manager  
Village of Villa Park  
20 South Ardmore Avenue  
Villa Park, IL 60181



Dear Mr. Keehner:

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| <b>Phase</b>                | <b>Total Cost</b>  | <b>FHWA Cost</b>     | <b>Illinois Department of Transportation Cost</b> | <b>Village of Villa Park Cost</b> | <b>Village of Elmhurst Cost</b> |
|-----------------------------|--------------------|----------------------|---------------------------------------------------|-----------------------------------|---------------------------------|
| Phase I Engineering         | \$278,800          | \$223,020<br>(80%)   |                                                   | \$29,200                          | \$26,700                        |
| Phase II Engineering        | \$224,000          | \$179,200<br>(80%)   |                                                   | \$23,300                          | \$21,500                        |
| Right-of-Way Acquisition    | \$100,000          | \$80,000<br>(80%)    |                                                   | \$10,500                          | \$9,500                         |
| Construction                | \$2,585,000        | \$2,068,000<br>(80%) | \$479,600                                         | \$19,400                          | \$18,000                        |
| Phase III Engineering (15%) | \$388,000          | \$310,400<br>(80%)   | \$71,200                                          | \$3,400                           | \$3,000                         |
| <b>TOTALS</b>               | <b>\$3,575,800</b> | <b>\$2,860,640</b>   | <b>\$550,800</b>                                  | <b>\$85,800</b>                   | <b>\$78,700</b>                 |

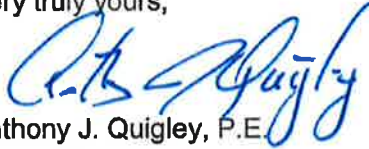
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At the end of this letter, there is an area where you can state your concurrence to the state financial participation in this locally initiated improvement. Please indicate your concurrence and return an original signed copy of this letter at your earliest convenience.

Mr. Richard Keehner, Jr.  
February 22, 2018  
Page three

If you have any questions or need additional information, please contact me or Mike Sullivan, Area Programmer, at (847) 705-4078.

Very truly yours,



Anthony J. Quigley, P.E.  
Region One Engineer

cc: Albert Bulthuis, Village of Villa Park  
Vydas Juskelis, Village of Villa Park  
Jeremie Lukowicz, Village of Villa Park  
James Grabowski, City of Elmhurst

Concur: X

Do Not Concur: \_\_\_\_\_

Signature: Rich Keehner, Jr.

Title: Village Manager

Date: 3-5-2018

Resolution No. \_\_\_\_\_

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,  
APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND THE STATE OF  
ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF  
ST. CHARLES ROAD BRIDGE OVER SALT CREEK AND THE AUTHORIZATION  
AND APPROPRIATION OF FUNDS FOR PROJECT COSTS**

(Section 15-00094-00-BR; Job Number C-91-313-15; Project Number N6MY(382))

**WHEREAS**, the Village of Villa Park (the “Village”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, the Village will be receiving State of Illinois (the “State”) and federal funding for certain improvements to St. Charles Road Bridge over Salt Creek, including construction and construction engineering costs (the “Project”) as contained in a Local Public Agency Agreement for Federal Participation (the “Agreement”) with the State of Illinois Department of Transportation; and,

**WHEREAS**, the State of Illinois Department of Transportation has proposed an Agreement that will establish the cost sharing for this project with the Village’s estimated local share being \$46,200.00; and,

**WHEREAS**, the Agreement requires the Village to authorize and appropriate sufficient funds to pay for the total cost of construction engineering and for the Village’s share of the construction cost of said Project.

**NOW THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

**Section 1:** That the *LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION* (Section 15-00094-00-BR; Job Number C-91-313-15; Project Number N6MY(382)), that is attached hereto and made a part hereof by reference as Exhibit A, between the State of Illinois Department of Transportation and the Village be and is hereby approved and the Village President is hereby authorized to execute said Agreement on behalf of the Village and any other such documents related to advancement and completion of this Project.

**Section 2:** That there is hereby authorized and appropriated the sum of Four-Hundred Twenty-Eight Thousand, Six-Hundred Dollars (\$428,600.00), or so much as may be needed, from any money now or hereinafter allotted to the Village, to pay its share of the cost of this Project as provided in the Agreement.

**Section 3:** That upon award of the contract for this Project, the Village shall pay the State its progress payments which are the Village’s share of the construction cost progress payments to the contractor.

**Section 4:** That the Village Clerk is hereby directed to transmit five certified copies of this resolution to the State of Illinois Department of Transportation through its Division of Transportation.

**Section 5:** That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk