

FAP 619 (IL 351/IL 71) & FAP 627 (IL 71)  
Section [(70,70FX,70X)RS-2]&[(B&C),1R}RS-2]  
LaSalle County  
3P Milling and Resurfacing with ADA improvements  
Job No. C-93-090-14  
Contract No. 66D68  
JN321005

EXHIBIT NO. 2

ORDINANCE NO. 116-051721

APPROPRIATION OF FUNDS FOR ADA CURB RAMP IMPROVEMENTS; IN CONJUNCTION WITH MILLING AND RESURFACING OF IL 351/IL 71 WALNUT STREET TO LONE STAR CEMENT RAILROAD BRIDGE IN OGLESBY AND IL 71 FROM IL 351 TO THE VERMILION RIVER

WHEREAS, the City of Oglesby of LaSalle County, Illinois, hereinafter called the CITY, has entered into an intergovernmental agreement with the State of Illinois, through its Department of Transportation, hereinafter called the STATE. The STATE proposes to resurface IL 351/IL 71 (identified as Columbia Avenue within the City) from approximately Walnut Street to Lone Star Cement Railroad Bridge. Work will include milling and resurfacing of the existing pavement, pavement markings and curb ramp and crosswalk improvements to meet requirements of the American's with Disabilities Act (ADA).

Termini of the subject project are approximately IL 351/IL 71 from Walnut Street to Lone Star Cement Railroad Bridge in Oglesby and IL 71 from IL 351 to the Vermilion River. The gross length of the project is approximately 6,400 feet. The subject project is hereby identified under FAP 619 (IL 351/IL 71) & FAP 627 (IL 71), Section [(70,70FX,70X)RS-2]&[(B&C),1R}RS-2], Job No. C-93-090-14 and Contract No. 66D68.

WHEREAS, the CITY is to participate in sharing certain costs for improvements along IL 351/IL 71; described as follows

- Replacement of ADA ramps at sideroads and entrances where ramp work is not required for the resurfacing project. - (20 percent CITY Cost)

WHEREAS, the totaled construction and required added 15 percent engineering costs to the CITY is estimated at \$15,000.

NOW, THEREFORE, BE IT RESOLVED, that the CITY hereby appropriates the sum of FIFTEEN THOUSAND (\$15,000) or so much thereof as may be necessary, from money now and hereinafter allotted to the CITY to pay its share of engineering and construction costs as cited in the related intergovernmental agreement; and

BE IT FURTHER RESOLVED, that upon the first and subsequent progress payments made to the contractor, the CITY will pay to the Illinois Department of Transportation of the State of Illinois, from any funds allotted to the CITY, an amount equal to the CITY's share of \$15,000. divided by the estimated project construction cost of \$1,164,000, multiplied by the actual

progress payments made to the contractor until the CITY's entire obligation incurred under the Agreement has been paid.

The CITY's actual monetary reimbursement obligation to the STATE will be based upon final quantities and bid unit prices of the awarded contract.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide additional funds if the amount appropriated herein proves to be insufficient to cover its share of the costs.

PASSED by the Mayor and City Council of the City of Oglesby of LaSalle County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

ATTEST:

\_\_\_\_\_  
Dominic Rivara, Mayor of Oglesgy, IL

\_\_\_\_\_  
Amy Eitutis, City Clerk of Oglesby, IL

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FAP 619 (IL 351/IL 71) & FAP 627 (IL 71)  
LaSalle County  
3P Milling and Resurfacing with ADA improvements  
Job No. C-93-090-14  
Contract No. 66D68  
Agreement JN321005

## AGREEMENT

This agreement is entered into by and between the State of Illinois, through its Department of Transportation, hereinafter called the STATE, and the City of Oglesby of LaSalle County, Illinois, hereinafter called the CITY.

WHEREAS, the STATE is an agency of the state government and the CITY is a unit of local government authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act 5ILCS 220, et seq, and the Illinois Constitution Article VII, Sec. 10.

WHEREAS, to facilitate the free flow of traffic and ensure safety to the traveling public, the STATE and CITY are desirous of resurfacing IL 351/IL 71 (identified as Columbia Avenue within the CITY). Work will include milling and resurfacing of the existing pavement, pavement markings and curb ramp and crosswalk improvements to meet requirements of the American's with Disabilities Act (ADA).

Termini of the subject project are approximately IL 351/IL 71 from Walnut Street to Lone Star Cement Railroad Bridge in Oglesby and IL 71 from IL 351 to the Vermilion River. The gross length of the project is approximately 6,400 feet. The subject project is hereby identified under FAP 619 (IL 351/IL 71) & FAP 627 (IL 71), Section [(70,70FX,70X)RS-2]&[{{(B&C),1R}RS-2], Job No. C-93-090-14 and Contract No. 66D68 (see project location map attached hereto as Exhibit #1).

WHEREAS, the STATE is to apply Federal Surface Transportation Program (STP) funds toward financing this project. Application is at an 80 percent federal and 20 percent STATE matching formula.

WHEREAS, the existing pavement section of IL 351/IL 71 (Columbia Avenue) consists of two lanes from Walnut Street to Lone Star Cement Railroad Bridge. This section of existing pavement also includes approximately 6' shoulders. Sidewalks and curb and gutter are present throughout.

WHEREAS, the purpose of this agreement is to provide a general description to the scope of work proposed with the subject project. All desired specific details of type of work, locations, design dimensions, elevations, item quantities and materials are to be obtained from the related project design plan sheets which serve as a supplement to this agreement. The said plans have been provided to the CITY for its review, comment and concurrence. Additional purposes

of this agreement are to provide estimated costs, cite cost sharing participation between the STATE and CITY, determine responsibilities of funding, commitments to payments, and define jurisdictional and maintenance responsibilities of various roadways, utilities and appurtenances relating to the subject project.

WHEREAS, the proposed scope of work for the subject project is as follows:

- A. **Mainline IL 351/IL 71 and sideroad/entrance paving - (80% FEDERAL/ 20% STATE Cost):** Proposed work on IL 351/IL 71 includes removal of 3.75 inches of the existing hot-mix asphalt surface and replacement with 2 inches of hot-mix asphalt binder and 1.75 inches of hot-mix asphalt surface course. Sideroads and entrances will be milled and resurfaced as needed with lift types and thicknesses appropriate to the type of road or entrance. Pavement markings and raised reflective pavement markers within the limits of the milling will be replaced.
- B. **ADA ramp replacement on IL 351/IL 71 - (80% FEDERAL/20% STATE Cost):** Improvements to ADA curb ramps crossing IL 351/IL 71 and to adjacent local road curb ramps will be completed at the STATE's cost. This work will include removal items, sidewalk, detectable warnings, curb and gutter, drainage and utility structure adjustments, and pavement markings to bring the street crossings into ADA compliance. Adjacent pavement will be milled and resurfaced.
- C. **ADA ramp replacement on sideroads – (80% FEDERAL/ 20% CITY Cost):** Improvements to ADA curb ramps crossing major entrances or sideroads where ramp work for IL 351/IL 71 crossings will not be needed will require 20 percent CITY participation. This work will include removal items, sidewalk, detectable warnings, curb and gutter, drainage and utility structure adjustments as necessary. Adjacent resurfacing and pavement markings will be installed at the STATE's cost.
- D. All other work necessary to complete the project will be performed in accordance with the approved plans and specifications.

WHEREAS, the CITY is desirous of the said IL 351/IL 71 project in that same will be of immediate benefit to CITY residents and permanent in nature.

WITNESSETH:

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

1. The above stated recitals are incorporated herein by reference, as if full set out herein.
2. The STATE agrees to make the surveys, prepare the plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications, and contract.
3. The STATE agrees to pay all construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated below.

Work Item	Construction					
	Cost	Federal Cost	State Cost	City Cost		
Mainline US 52/IL 251 and intersecting local road resurfacing (Includes ADA ramps that do not require city participation)	\$1,100,000	\$880,000	80.0%	\$220,000	20.0%	0 0.0%
ADA curb ramp reconstruction (optional locations requiring city cost participation)	\$64,000	\$51,200	80.0%	0	0.0%	\$12,800 20.0%
subtotal	\$1,164,000	\$931,200		\$220,000		\$12,800
Engineering (15%)						\$1,920
Totals	\$1,164,000	\$931,200		\$220,000		\$14,720

4. The CITY’s participation shall be predicated on the percentages shown above for the specified work. CITY cost shall be determined by multiplying the final quantities times bid unit prices of the awarded contract, plus an additional 15 percent for preliminary and construction engineering.
5. The CITY agrees to pass and approve a resolution appropriating \$15,000 to reimburse the STATE for the work described in this agreement. A copy of the ordinance is attached hereto as Exhibit #2.

6. The CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit #2 proves to be insufficient to cover said cost.
7. The CITY agrees that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the CITY will pay to the STATE from any funds allotted to the CITY, an amount equal to the CITY share \$15,000 divided by the estimated construction costs, \$1,164,000, multiplied by the actual progress payment made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid. The CITY's actual monetary reimbursement obligation to the STATE will be based upon the final quantities and bid unit prices of the awarded contract.
8. Upon final inspection of the improvement and so long as IL 351/IL 71 remains and is used as a state highway, the STATE agrees to retain jurisdiction and will maintain or cause to be maintained all traffic lanes and turn lanes as well as curb and gutter that adjoins these traffic lanes. The CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE.
9. It is mutually agreed by the STATE and the CITY that all CITY owned streets that intersect IL 351/IL 71 and are impacted and thereby improved by the STATE due to the highway project, will remain under the jurisdiction of the CITY at all times.
10. The CITY agrees to maintain the entire right of way outside of that maintained by the STATE. This includes but is not limited to, CITY utilities, landscaping, sidewalks, shared use paths, parkways, crosswalks and stop line/stop bar markings. Maintenance includes, but is not limited to, all cost of material and labor for repair and/or replacement of surfaces, mowing, landscaping, drainage, snow and ice removal, clearing of debris and trash, and removal of graffiti.
11. The CITY agrees, upon completion of the project, to maintain all storm sewers and appurtenances within the city limits by performing those functions necessary to keep the sewer in serviceable condition, including cleaning sewer lines, inlets, manholes, and catch basins along with repair and/or replacement of inlet, manhole, and catch basin frames, grates, or lids. The CITY further agrees to repair and/or reconstruct structural failures to a maximum of 12 feet between adjacent inlets, manholes, or catch basins.
12. The STATE agrees to assume responsibility for repairs and/or reconstruction of the storm sewer system that exceeds the routine maintenance requirements of the CITY, as cited in the above paragraph.
13. The CITY agrees that no future storm sewer connection or additional water discharge will be added to the storm sewer system that is being adjusted as part of this project. The CITY agrees to obtain a permit from the STATE prior to routing any additional discharge to storm sewer system adjusted as part of this contract.
14. It is mutually agreed that by the execution of this agreement and under the penalty of perjury, the CITY, doing business as a governmental entity, certifies that its correct federal identification number (FEIN) is \_\_\_\_\_. The CITY agrees to assume full responsibility

of providing or cause to provide all funds required to pay the local share of cost participation in the subject project.

15. The CITY agrees to not permit additional entrances along Illinois IL 351/IL 71 without the consent of the STATE.
16. The CITY agrees to provide, prior to the STATE's advertising for the work to be performed hereunder, a letter, resolution, or signed plan approval indicating its review and approval of the STATE's plans and specifications for the subject project.
17. The CITY agrees to exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.
18. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
19. The CITY will continue to enforce the existing ordinance, adopted December 18, 1989, regulating parking along IL 351/IL 71. A copy of the ordinance is attached hereto as Exhibit #3.
20. The CITY agrees to enforce an ordinance, adopted February 19, 1996, regulating encroachment along the state highway. A copy of the ordinance is attached hereto as Exhibit #4.
21. Prior to the STATE's advertising for the work to be performed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.
22. The CITY agrees to enforce an ordinance, adopted in April 2, 2002, prohibiting the discharge of sanitary sewage and industrial wastewater into any storm sewers along the state highway. A copy of the ordinance is attached hereto as Exhibit #5.
23. The STATE agrees to invite representatives of the CITY to mutually inspect the completed project prior to the STATE's final approval of the work.
24. It is mutually agreed that obligations for the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding sources fail to appropriate or otherwise make available funds for this contract.
25. The STATE and CITY mutually agree that any work to be performed by other than CITY and/or STATE forces is are subject to the Prevailing Wage Act, 820 ILCS 130/1 et seq. ("Prevailing Wage Act"). The STATE agrees to fully comply with all applicable requirements of the Prevailing Wage Act, and the STATE agrees to notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the Prevailing Wage Act. In the event the STATE fails to comply with the notice requirements

set forth in this paragraph, the STATE shall solely be responsible for any and all penalties, fines and liabilities incurred for contractors and/or subcontractors' violations of the "Prevailing Wage Act".

26. The STATE and CITY mutually agree that the STATE's contractors and/or subcontractors shall not discriminate on the basis of race, color, national origin or sex in performance of this agreement. The STATE agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of the STATE assisted contracts. Failure by the STATE to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such remedy as the STATE deems appropriate.
27. This Agreement represents the entire Agreement between the parties and supersedes any prior written or oral agreements between the parties regarding these specific components of this section of IL 351/IL 71 as constructed under Contract 66D68. Previous agreements pertaining to other aspects of this section of highway, such as the referenced Master Traffic Signal Agreement, shall remain in full force and effect. This agreement may not be modified except in writing acknowledged by both parties.
28. Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.
29. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given in effect without the invalid provision.
30. This Agreement is executed in duplicate and each party shall retain one (1) completely executed copy, each of which is deemed as an original.
31. This agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work, contemplated herein, is not awarded by June 1, 2023.
32. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
33. This agreement is passed and approved by the Mayor and City Council of the City of Oglesby of LaSalle County, Illinois and the State of Illinois, through its Department of Transportation.



Executed on Behalf of the City of Oglesby of LaSalle County, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

ATTEST:

\_\_\_\_\_  
Dominic Rivara, Mayor of City of Oglesby

\_\_\_\_\_  
Amy Eitutis, Oglesby City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Executed on Behalf of the State of Illinois,  
Department of Transportation

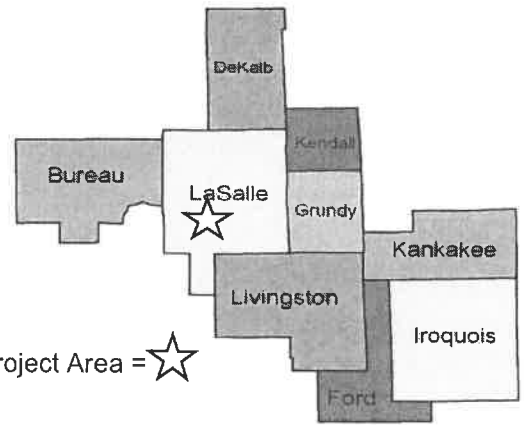
\_\_\_\_\_  
Masood Ahmad, P.E.  
Region Two Engineer

\_\_\_\_\_  
Date

# Project Location Map

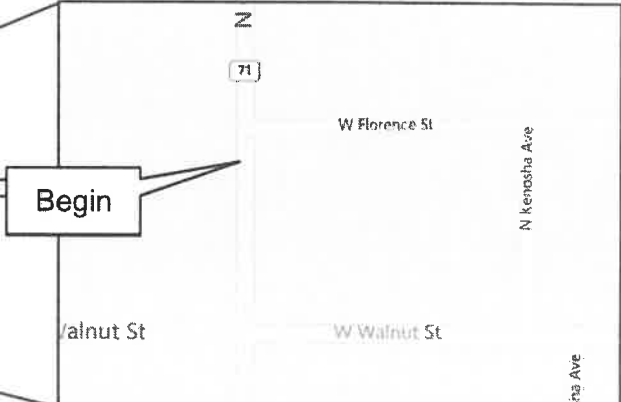
Route FAP 619 (IL 351/IL 71) & FAP 627(IL 71)  
 Section [(70,70FX,70X)RS-2] & [(B&C),1R)RS-2]  
 LaSalle County  
 3P Milling & Resurfacing & ADA improvements  
 D-93-052-14  
 C-93-090-14  
 Co: 66D68

Locations: IL 351/IL71- 0.06 miles North of Walnut ST to  
 LONE STAR CEMENT RR Bridge in Oglesby and IL 71 From  
 IL 351 to Vermillion River Bridge



Structures Located in Project Limits		
SN	Type	Feature Crossed
050-0218	Bridge	Railroad
050-0242	Bridge	Vermillion River

Proposed ADA Work
Walnut ST
Florence ST
Porter ST
Jordan ST
Clark ST
Durant ST
Richards
Morris ST
Fitzgerald ST
Mormon ST



D3#-2617

ORDINANCE NO. 126 - 121889

AN ORDINANCE ESTABLISHING A NO PARKING ZONE  
ON BOTH SIDES OF COLUMBIA AVENUE IN THE  
CITY OF OGLESBY, LASALLE COUNTY, ILLINOIS

WHEREAS, public convenience, necessity and safety require that various areas along streets in the City of Oglesby be designated as "No Parking" zones; and,

WHEREAS, in the opinion of the Mayor and City Council members, no parking zones and the posting of no parking signs to designate said zones will relieve traffic congestion and safety hazards and provide for a more orderly and convenient passage of traffic over the roadways stated herein and throughout the City of Oglesby.

NOW, THEREFORE BE IT ORDAINED by the Mayor and the City Council of the City of Oglesby, as follows:

Section 1. Vehicular standing, stopping or parking shall be prohibited on both sides of Columbia Avenue.

Section 2. Within the no parking zone stated above, "No Parking" signs shall be posted therein and shall be in such a manner as to indicate to the operator of the motor vehicles entering the above zone, the restricted area.


Section 3. The person whose name the vehicle is registered with the Secretary of State of Illinois or Secretary of State of vehicle registration shall be prima facie responsible for the violation and subject to the penalty therefor.

Section 4. Any person who shall violate this Ordinance shall be subject to a fine of not less than Fifty (\$50) Dollars, and no more than Five Hundred (\$500) Dollars.

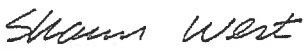
Section 5. This Ordinance shall be in full force and effect from and after its passage.

PASSED AND ADOPTED this 18th day of December, A.D., 1989.

AYES:            4  
NAYS:            0  
ABSENT:         1

  
\_\_\_\_\_  
GERALD F. SCOTT, MAYOR  
CITY OF OGLESBY, ILLINOIS

ATTEST:

  
\_\_\_\_\_  
SHAUN WEST, CITY CLERK

PUBLISHED BY LAW THIS 18th DAY OF DECEMBER , A.D., 1989.

ORDINANCE NO. 292-021996

**EXHIBIT #4**

AN ORDINANCE REGULATING ENCROACHMENT ON PUBLIC  
RIGHT OF WAY IN THE CITY OF OGLESBY OF LASALLE COUNTY, ILLINOIS

WHEREAS, the city of Oglesby, hereinafter known as the CITY, and the state of Illinois, acting by and through its Department of Transportation, Division of Highways, hereinafter known as the STATE, have entered into an agreement relative to the improvement of Illinois Route 351/71 (FA 619) (Columbia Avenue), State Section 70RS-4, MFT Section 96-00033-00-SW, beginning ±450 meters north of Illinois Route 251 and extending ±41 kilometers (±2.6 miles) to a point ±46 meters (±'50') south of Mormon Street.

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 definition:

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;

Project Right of Way is defined as those within the project right of way lines established jointly by the CITY, State, and the Federal Highway Administration 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 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.

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

Construction Easement Area is defined as area lying between the project right of way limits and the platted street limits within which 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 cooperatively established project right of way lines and have mutually determined the disposition of encroachments.

NOW, THEREFORE, BE IT ORDAINED by the city of Oglesby of LaSalle 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), 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: 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 3: Any person, firm, or corporation violating this ordinance shall be fined not less than Fifty Dollars (\$ 50.00 ) 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 4: This ordinance shall be published one time within ten days after its passage in a newspaper having a general circulation in Oglesby, Illinois, and shall be in full force and effect after its passage, publication, and approval as provided by law.

PASSED AND APPROVED THIS 19th DAY OF February 1996.

AYES	<u>4</u>
NAYES	<u>0</u>
ABSENT	<u>0</u>

  
MAYOR

ATTEST:

Sharon West  
City Clerk

February 19, 1996  
Date



ORDINANCE PROHIBITING THE CONNECTION OF SANITARY  
OR WASTE SEWERS TO STORM DRAINAGE SYSTEMS

BE IT ORDAINED, by the city of Oglesby of LaSalle County, Illinois:

Section 1. It shall be unlawful for any person, firm, corporation, or institution, public or private, 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 open ditch, drain, or drainage structure installed solely for street or highway drainage purposes in the city of Oglesby.

Section 2. This ordinance is intended to and shall be in addition to all other ordinances, State statutes, rules, and regulations concerning pollution and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict herewith.

Section 3. Any person, firm, or corporation violating this ordinance shall be fined not less than \_\_\_\_\_ Fifty Dollars (\$ 50.00 \_\_\_\_\_), 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.

AYES                    4

NAYES                   0

ABSENT                 0

APPROVED:

  
\_\_\_\_\_  
Mayor

ATTEST:

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



February 19, 1996  
\_\_\_\_\_  
Date