

Chapter Five
LOCAL AGENCY AGREEMENTS

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Chapter Five
LOCAL AGENCY AGREEMENTS

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5-2 AGREEMENT FORMAT

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

5-2.01 Developed Format

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

5-2.02 Description of Improvement

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

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

5-2.03 Termination

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

5-3.06 Lighting

The following presents the maintenance obligations for lighting:

1. Separate Systems. The Municipality is financially responsible for maintaining any separate lighting system installed by the Department at the request of the Municipality. The Municipality also will furnish and pay for the system's electrical energy.
2. Combined Systems. In addition to any obligations in Part 544 of the *Illinois Administrative Code* (contact the Bureau of Operations), the Municipality is financially responsible for maintaining the luminaires, luminaire wiring, conduit, and control devices and for providing the electrical energy for the combined systems the Department installs at the request of the Municipality.

5-3.07 Sidewalks

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

5-3.08 Right-of-Way Under Municipal Jurisdiction

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

1. Urban Cross Section. The Municipality will maintain the entire right-of-way outside of that maintained by the Department. This includes, but is not limited to, Municipal utilities, landscape plantings, parkways, guardrails, ~~crosswalks, and stop line markings.~~
2. Rural Cross Section. The Department will maintain the entire right-of-way excluding the landscaping and utilities installed by others and the right-of-way under Municipal responsibility as discussed in Sections 5-3.01 through 5-3.07.

5-3.09 Municipal Streets

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

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- a. Alternative Off-System Replacement Facilities. The State will pay 100% of all engineering, right-of-way (except Municipal property), and construction costs to replace existing on-system parking with alternative off-system parking. The maximum ratio for replacing parking spaces is one to one. Alternative off-system replacement parking may include improving adjacent local streets to accommodate new parallel parking, constructing new off-street parking facilities, or a combination of the two. Construction costs will include those items IDOT deems reasonable and practical for a safe and convenient parking environment (e.g., paved surface, drainage, lighting, pedestrian walkways, fencing). The Municipality will pay 100% of the construction costs associated with installing guard and toll collection facilities, metering devices, and parking spaces beyond the maximum one-to-one replacement ratio.
 - b. Municipal Property. If the Municipality owns the site selected for off-system replacement parking, the Municipality will provide the property at no expense to the State.
 - c. Clearing Municipal Property. As part of the State's financial responsibilities to construct replacement parking, the State will pay 100% of the cost to clear Municipal property if included in the IDOT construction contract for the improvement. See Example 5 in Section 5-8.
5. Right-of-Way. See Item 1(d) in Section 5-5.02(b) for information on right-of-way associated with parking.

5-5.02(b) Sidewalks

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

- 1. New and Deteriorated Sidewalks. Use the criteria in Chapters 17 and 48 to determine the warrants for sidewalks. If these criteria are met and the Municipality agrees to maintain the sidewalks, ~~proportion the improvement costs associated with new or deteriorated sidewalks as follows:~~
 - a. New Sidewalks. ~~Proportion the cost equally (i.e., 50%/50%) between the State and Municipality for new sidewalks within the project termini or for short distances outside the project termini as may be required to connect sidewalks to significant pedestrian generators (e.g., schools, transit facilities).~~ The Phase I Study Report will document ~~the need for sidewalk construction.~~
 - b. Deteriorated Sidewalks. The Municipality will pay 100% of the cost to remove existing deteriorated sidewalks. ~~Proportion the cost 50%/50% between the State and Municipality for deteriorated sidewalk replacement.~~

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 T shall be assigned



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 T The state and local shares of sidewalk construction (including right-of-way, utility adjustments, pedestrian barriers, retaining walls, and other similar items that are required solely for sidewalk construction) shall be the same as the overall roadway project.



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 T compliance with Complete Streets Legislation.



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 T The state and local shares of replacement sidewalk construction(including right-of-way, utility adjustments, pedestrian barriers, retaining walls, and other similar items that are required solely for sidewalk construction) shall be the same as the overall roadway project.



c. ~~Utility Adjustments and Other Items. The Municipality is 100% financially responsible for utility adjustments, pedestrian barriers, retaining walls, and other similar items that are required solely for sidewalk construction not necessitated by the IDOT project.~~

d. ~~Right of Way. The Municipality is 100% financially responsible for right of way if acquired solely for sidewalk construction. Also, the Municipality will pay 100% of the construction costs for sidewalks associated with the construction of on-system parking not necessitated by the IDOT project. The State will pay 100% for right of way if additional right of way is required to construct an IDOT proposed highway cross section.~~

e. Sidewalk Removal and Replacement. The State is 100% financially responsible for removing and replacing existing sidewalks if such a need is caused by the construction of an IDOT highway improvement.

~~If sidewalk construction will adversely delay the improvement, consider deleting sidewalk construction from the contract.~~ All sidewalk construction will be considered straight State funded.

2. Adjustment of Existing Sidewalks. If an existing sidewalk requires adjustment due to an IDOT improvement, the State will pay 100% of the adjustment cost. The Department will construct the replacement either in kind or in accordance with IDOT sidewalk criteria, whichever is more economical. ~~The Municipality is 100% financially responsible for sidewalk adjustments that are caused or initiated by a work request from the Municipality.~~

3. Curb Ramps. See Chapter 58 for criteria related to curb ramps.

5-5.02(c) Highway Lighting Within a Municipality

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

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

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

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

5-5(4)

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an integral part of the overall improvement and incorporated into the roadway cost.



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Highway lighting is an integral part of the pedestrian environment. Where sidewalks are existing or will be provided, costs will be assigned to the State and local agency at the same proportion as the roadway project. Elsewhere, the local agency shall pay 100% of the marginal cost of providing highway lighting.



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4. ~~Combination Traffic Signal and Lighting. If the poles will be replaced in new traffic signal installations or modernization projects, proportion the cost for combination lighting as follows:~~
- ~~Proportion the cost for poles and foundations (i.e., traffic signal appurtenances) in accordance with Section 5-5.02(e).~~
 - ~~The Municipality is 100% financially responsible for luminaires, luminaire wiring, conduit, and control devices.~~
5. Warrants for Highway Lighting. See Chapter 56 for criteria related to highway lighting.

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5-5.02(d) Storm Sewers

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

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

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

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

where:

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

2. Municipal Storm or Combined Sewer System Rehabilitation or Adjustment. If the Department uses an existing Municipal storm or combined sewer system to drain the State highway, use the following guidelines to proportion any needed sewer adjustment or rehabilitation costs between the State and Municipality:
 - a. State Participation. If constructed for State highway drainage only, IDOT designs the highway storm sewer system to accommodate both the watershed runoff naturally reaching the highway site and the surface runoff across the highway right-of-way. If an improvement project uses an existing Municipal storm sewer

5-5.02(l) Engineering

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

5-5.02(m) Right-of-Way

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

5-5.02(n) Municipal Streets

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

5-5.02(o) Other Work

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

5-5.03 Basis of Payment**5-5.03(a) Municipality Reimbursement**

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

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EXAMPLE 1 — Developed Agreement for Local Agencies


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


AGREEMENT


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

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the ~~motoring~~ public, is desirous of improving approximately ____ foot (____ lineal meters) of _____ Street, (FA/SBI Route _____ US/Illinois/CH Route _____, State Section _____, (VILLAGE, CITY, COUNTY, TOWNSHIP) Section _____ by (widening, milling, resurfacing, reconstructing) US/Illinois/CH Route _____ from _____ Street to _____ Street, providing _____ foot (____ meter) through traffic lanes in each direction, a _____ foot (____ meter) median with _____ foot (____ meter) and variable width left turn lanes at _____ and _____ Streets, (milling, resurfacing, constructing) _____ foot (____ meter) wide parking lanes on _____ side(s) of _____ Street between _____ Street and _____ Street, (modernizing, installing) traffic signals at the _____ Route _____ intersections with _____ and _____ Streets, installing a highway lighting system between _____ and _____ Streets, constructing new ~~5~~ foot (4.52 meter) PCC sidewalks from _____ Street to _____ Street, constructing curb and gutter and a storm sewer system for highway drainage and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

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

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

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments, subject to reimbursement by the (VILLAGE, CITY, COUNTY, TOWNSHIP) as hereinafter stipulated. The STATE will negotiate and/or coordinate with the Railroad for the adjustment of their railroad facilities.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

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

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EXAMPLE 9 — Agreement for Jurisdictional Transfer


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


AGREEMENT


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

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the ~~motoring~~ public, is desirous of improving approximately ____ foot (____ lineal meters) of ____ Street, (FA/SBI Route ____ US/Illinois/CH Route ____, State Section ____, (VILLAGE, CITY, COUNTY, TOWNSHIP) Section ____ by (widening, milling, resurfacing, reconstructing) US/Illinois/CH Route ____ from ____ Street to ____ Street, providing ____ foot (____ meter) through traffic lanes in each direction, a ____ foot (____ meter) median with ____ foot (____ meter) and variable width left turn lanes at ____ and ____ Streets, (milling, resurfacing, constructing) ____ foot (____ meter) wide parking lanes on ____ side(s) of ____ Street between ____ Street and ____ Street, (modernizing, installing) traffic signals at the ____ Route ____ intersections with ____ and ____ Streets, installing a highway lighting system between ____ and ____ Streets, constructing new 5 foot (4.52 meter) PCC sidewalks from ____ Street to ____ Street, constructing curb and gutter and a storm sewer system for highway drainage and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

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

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

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments, subject to reimbursement by the (VILLAGE, CITY, COUNTY, TOWNSHIP) as hereinafter stipulated. The STATE will negotiate and/or coordinate with the Railroad for the adjustment of their railroad facilities.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

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

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