

CITY OF LE ROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 763

AN ORDINANCE APPROVING A CONTRACT FOR COST SHARING OF CERTAIN
STREET IMPROVEMENTS TO BE CONSTRUCTED TO THE STREETS AT THE
INTERSECTION OF MAPLE STREET AND CHESTNUT STREET IN THE
CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 1st DAY OF December, 1997

PRESENTED: December 1, 1997

PASSED: December 1, 1997

APPROVED: December 1, 1997

RECORDED: December 1, 1997

PUBLISHED: December 1, 1997

In Pamphlet Form

Voting "Aye" 4

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

X *Sue Marcum*
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: December 1, 1997.

AN ORDINANCE APPROVING A CONTRACT FOR COST SHARING OF CERTAIN STREET IMPROVEMENTS TO BE CONSTRUCTED TO THE STREETS AT THE INTERSECTION OF MAPLE STREET AND CHESTNUT STREET IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that it is in the best interests of the City and its residents to enter into an agreement with developers as hereinafter designated for the sharing of costs of certain street improvements to be constructed at the intersection of Maple Street and Chestnut Street in the City of LeRoy, and

WHEREAS, LeRoy Plaza Partnership, an Illinois general partnership, and Golden Development, a partnership, have respective developments being served by East Maple Street, as to the LeRoy Plaza Partnership development, and West Maple Street as to the Golden Development, both developments being served by portions of Maple Street intersecting with South Chestnut Street in the City of LeRoy, and

WHEREAS, the City of LeRoy has entered into or shall soon enter into an agreement with the State of Illinois, through its Department of Transportation, providing for the sharing of certain costs for the improvement of the aforesaid Maple Street/Chestnut Street intersection, including traffic signals, turn lanes, and widening of the pavement on Chestnut Street extending north and south from the proposed signalized intersection,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, Illinois, in lawful meeting assembled, as follows:

Section 1: The City Council hereby approves the contract with LeRoy Plaza Partnership, a copy of which is set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2: The Mayor and City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that contract as set forth in Exhibit "A" attached hereto, being certain to obtain one or more fully signed copies for the records of the city.

Section 3: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Dick Oliver, seconded by Dawn Thompson, by roll call vote on the 1st day of December, 1997, as follows:

Aldermen elected 6 Aldermen present 4

VOTING AYE:

Ryan Miles, W.H. Weber, Dawn Thompson, Dick Oliver
(full names)

VOTING NAY:

None

(full names)

ABSENT, ABSTAIN, OTHER:

Ron Litherland, Dave McClelland, absent

(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 1st day of December, 1997.

X Sue Marcum

Sue Marcum, City Clerk of the City of LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 1st day of

December, 1997.

X Robert Rice

Robert Rice, Mayor of the City of LeRoy, McLean County, Illinois

ATTEST: (SEAL)

X Sue Marcum

Sue Marcum, City Clerk of the City of LeRoy, McLean County, Illinois

**CONTRACT FOR OF COSTS FOR MAPLE STREET/CHESTNUT STREET
INTERSECTION IMPROVEMENTS IN THE CITY OF LE ROY,
MC LEAN COUNTY, ILLINOIS**

This contract is entered into this 1st day of December, 1997, between the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, hereinafter referred to as "CITY," having its principal business office at 111 East Center Street, LeRoy, Illinois, and its mailing address being P.O. Box 151, LeRoy, Illinois 61752, and LeRoy Plaza Partnership, a general Illinois partnership, its mailing address being c/o Larry Hundman, Coldwell Banker/Heart of America Realtors, 405 North Hershey Road, Bloomington, Illinois 61704, hereinafter referred to as "DEVELOPER."

Recitals

A. The Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that it is in the best interests of the City and its residents to enter into an agreement with developers as hereinafter designated for the sharing of costs of certain street improvements to be constructed at the intersection of Maple Street and Chestnut Street in the City of LeRoy.

B. LeRoy Plaza Partnership, an Illinois general partnership, and Golden Development, a partnership have respective developments being served by East Maple Street, as to the LeRoy Plaza Partnership development, and West Maple Street as to the Golden Development, both developments being served by portions of Maple Street intersecting with South Chestnut Street in the City of LeRoy.

C. The City of LeRoy has entered into or shall soon enter into an agreement with the State of Illinois, through its Department of Transportation, providing for the sharing of certain costs for the improvement of the aforesaid Maple Street/Chestnut Street intersection, including traffic signals, turn lanes, and widening of the pavement on Chestnut Street extending north and south from the proposed signalized intersection.

Covenants

1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference, and, to the best knowledge of each of the parties signing this contract, said recitals are true and correct.

2. CITY to Construct Improvements. CITY shall cause to be constructed, in a good and workmanlike manner, improvements to Chestnut Street and Maple Street at the intersection of,

and near the intersection of, Maple Street and Chestnut Street in the City of LeRoy, McLean County, Illinois, including widening Chestnut Street north and south from said intersection, constructing turn lanes at said intersection, and constructing signals to control the traffic entering said intersection, all said construction and improvements to be in accordance with plans and specifications prepared by Lewis, Yockey & Brown, Inc., and approved by the city engineer of the City of LeRoy, and the Illinois Department of Transportation, and as provided under a joint agreement between the State of Illinois and the City of LeRoy, Illinois, (a copy of which joint agreement is attached hereto as Exhibit A, and incorporated herein by reference). Said improvements shall be constructed in accordance with all applicable laws and regulations, and in accordance with accepted engineering and traffic control designs and requirements. Construction shall be completed by June 1, 1998, barring strikes, failure of delivery of materials beyond the control of City, war, insurrection, and natural disasters.

3. DEVELOPER to Pay. CITY is currently undertaking the process of advertising for bids and soliciting bids to be submitted to CITY for the contemplated street intersection construction work, which bids shall be considered soon after the signing of this contract. The parties hereto anticipate that work may be started on the construction and improvements, as contemplated herein, by December 1, 1997, weather permitting. The construction contract(s) the CITY contemplates entering into with the successful bidder or bidders will provide for payments by CITY to the contractor(s) at various intervals as specified in the contract documents. Those payment intervals will sometimes be referred to in the contract between CITY and the successful bidder(s) as "a payment estimate" or "payment estimates." Regardless of the nomenclature, the parties hereto agree that whenever a request for partial payment is submitted by the contractor(s) to CITY that CITY shall promptly submit a request for payment of DEVELOPER's proportionate share to DEVELOPER and that DEVELOPER shall, within 30 days after the date the payment request or "payment estimate" is submitted to DEVELOPER, pay to CITY, in full, the amount indicated as being due from DEVELOPER for DEVELOPER's respective portion of the partial payment due the contractor.

4. DEVELOPER's Obligation. Attached hereto, labeled "Exhibit B," and incorporated herein by reference, is a "spreadsheet" titled "Quantity Summary Chestnut Street Reconstruction and Asphalt Overlay Project LeRoy Illinois," which Exhibit sets forth the estimated cost for the construction project contemplated in this contract. DEVELOPER's share is shown as "City East Share." Said share plus the share designated as "City West Share" comprise, in total, City's share of the construction cost for said project. The State of Illinois share of such construction costs is set forth under the heading "IDOT Share." The costs as set forth in the aforesaid exhibit are strictly estimates. To the extent that said cost estimates are higher than the actual per unit construction costs, DEVELOPER shall pay only DEVELOPER's proportionate share based on the proportion that the line item amount due from DEVELOPER per the aforesaid exhibit represented in

proportion or comparison to the other line item amounts and the shares due from the State and the developers. To the extent the unit cost for any component of the aforesaid construction work is more than the estimated amount as set forth in the aforesaid exhibit, DEVELOPER shall be required to pay DEVELOPER's proportionate share (even though it is more than the line amount shown on Exhibit B) based on the comparison of the estimated amount DEVELOPER was obligated to pay for any line item amount as set forth in the aforesaid exhibit. The respective portions of each line item amount shown on Exhibit B shall not be deemed a "cap" or limit on DEVELOPER's proportionate share, of the total costs, due under this contract.

5. Insurance Coverage. CITY, through its contract with the successful bidder(s), shall cause appropriate insurance coverage to be carried by the contractor and CITY shall carry appropriate insurance coverage, as may be necessary, to cover CITY's liabilities and risks in regard to the contemplated construction project. DEVELOPER shall have no right to inspect the construction, nor to interfere with or approve or disapprove any portion of the construction work being carried out on public right-of-way. DEVELOPER may not withhold, for any reason, any portion of any payment requested by CITY and due from DEVELOPER.

6. Enforceability. This contract shall be enforceable in any court of competent jurisdiction by either of the parties hereto, by any appropriate action at law or in equity to secure the performance of the covenants herein contained. Upon a breach of this contract, either of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may be awarded damages for failure of performance, may obtain rescission and damages for repudiation or material failure of performance, or may exercise any other remedy available at law or in equity.

7. Severability. If any provision of this contract is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

8. Choice of Law. This contract shall be construed, governed and administered in accordance with the laws of the State of Illinois, without regard to the principals of conflicts of law.

9. Cooperation and Additional Documents. Each party agrees to cooperate with the other in carrying out the provisions of this contract, and shall execute and deliver, or cause to be executed and delivered, such additional documents and instruments to do, or cause to be done, all further and additional things necessary, proper or advisable, under applicable law to consummate and make effective the matters contemplated by this contract.

10. Powers. The CITY hereby represents and warrants that CITY has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this contract, and all the foregoing have been or will be duly and validly authorized and approved by all necessary city proceedings, findings and actions. Accordingly, this contract constitutes the legal, valid and binding obligation of CITY,

enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority. DEVELOPER hereby represents and warrants that the DEVELOPER has full power and authority to execute and deliver, and to perform the terms and obligations, of this contract, and all of the foregoing have been or will be duly and validly authorized and approved, as necessary, by DEVELOPER's partners. Accordingly, this contract constitutes the legal, valid and binding obligation of DEVELOPER enforceable in accordance with its terms and provisions.

11. Amendments. The parties, and their respective successors and assigns, may, by mutual consent, agree to terms and conditions other than those set forth in this contract, by the adoption of an appropriation ordinance by CITY amending the terms of this contract and the acceptance of same by the DEVELOPER, or DEVELOPER's respective successors and assigns.

12. Time of the Essence. Time shall be deemed the essence of this contract. Each party agrees to use its best efforts and make every reasonable effort to expedite the subject matter hereof, and each party acknowledges that the successful performance of this contract requires the continuing cooperation of each party to this contract.

13. No Other Agreements. Except as otherwise expressly provided herein, this contract and its attached exhibits supersede all prior agreements, negotiations and discussions relative to the subject matter hereof, and constitute a full integration of the understandings and agreements among the parties to this contract. The parties acknowledge and agree that neither has made any representation with respect to the subject matter of this contract nor any representation inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that it has relied on its own judgement in entering into this contract. Any statements or representations that may have heretofore been made by either party to the other are void and of no effect and neither party has relied thereon in connection with its dealings with the other.

14. Attorney's Fees. Should either party to this contract incur fees, costs, or other expense, including, but not limited to, reasonable attorney's fees, as a result of the party's breach of any provision of this contract or failure to perform any obligation under the terms of this contract, then the party so breaching or so failing to perform shall be liable to the other party for such reasonable attorney's fees, costs and expenses incurred by such other party in enforcing its remedies or the provisions of this contract.

15. Waiver. Except as otherwise provided in this contract, any failure of either of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist on strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

16. Notices. All notices, consents, waivers, or other communications required or permitted hereunder shall be sufficient if given in writing and delivered personally, or by telephone facsimile followed by mail, or by express mail or certified or registered mail, as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

IF TO CITY: City of LeRoy
Attn: City Clerk
111 East Center Street
PO Box 151
LeRoy, IL 61752

IF TO DEVELOPER: LeRoy Plaza Partnership
c/o Larry Hundman
Coldwell Banker/HOA
405 North Hershey Rd.
Bloomington, IL 61704

17. Section Headings. Section or paragraph headings, or lack thereof, that may be used in various places throughout this contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this contract or any of its provisions.

18. Counterparts. This contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this contract or any counterpart hereof to produce or account for any other counterpart.

19. Binding Effect of Contract. This contract shall be binding on and inure to the benefit of the respective parties and their respective assigns and successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, all as of the date first written above.

City of LeRoy, McLean County, Illinois, an Illinois municipal corporation,

LeRoy Plaza Partnership, a general Illinois partnership,

By: Robert Rice
Robert Rice, Mayor of the City of LeRoy, McLean County, Illinois

By: _____
Its _____

Attest: (SEAL)
Sue Marcum
Sue Marcum, City Clerk of the City of LeRoy, McLean County, Illinois

A JOINT AGREEMENT BETWEEN THE STATE OF ILLINOIS
AND THE CITY OF LEROY, ILLINOIS

Regarding: FAS 1478 (LeRoy Spur/Chestnut Street)
State Section 57-23 (Under FAI 74)
McLean County
(City of LeRoy)

This agreement, entered into the 1st day of December, 1997 by and between the State of Illinois, through its Department of Transportation, hereinafter called the STATE, and the city of LeRoy of McLean County, hereinafter called the CITY.

WHEREAS, to facilitate the free flow of traffic and ensure safety to the motoring public, the STATE and CITY are desirous of improving the intersection of FAS Route 1478 (Chestnut Street) and Maple Street located within the city of LeRoy, herein identified under State Section 57-23.

Improvement of FAS Route 1478 (LeRoy Spur/Chestnut Street) will total approximately 740 meters (2,450') in length, extending from the north abutment of the Interstate 74 overhead bridge northerly to the Norfolk Southern Railroad crossing. The said project will consist of the following work:

- A. Reconstruction of FAS Route 1478 (Chestnut Street) - Reconstruct FAS Route 1478 (Chestnut Street) beginning 152 meters (500') south of Maple Street and extending northerly to 260 meters (860') north of Maple Street to the Norfolk and Southern Railroad crossing. The existing variable 7.9 to 12 meter (26' to 40') wide pavement will be reconstructed to a 14.6 meter (48') wide concrete pavements section so to accommodate the added turn lanes to the north and south legs of the Maple Street intersection. Curb and gutter will be constructed on both sides of pavement from the south radius returns of the Maple Street intersection northerly to the Norfolk Southern Railroad crossing. Five foot (1.5 meter) wide concrete sidewalk will be provided along the west side from the railroad crossing to approximately 207 meters (680') south to the drive to Hardees. Elevation of FAS 1478 (Chestnut Street) will be adjusted to eliminate irregularities of the highway. All traffic lanes will be 3.5 meters (12') in width.
- B. Resurfacing of FAS 1478 (Chestnut Street) - Resurface FAS Route 1478 (Chestnut Street) with 63 millimeters (2.5") of bituminous concrete, beginning 46 meters (150') south of Maple Street (on the southbound lane) and 152 meters (500') south of Maple Street (on the northbound lane), extending southerly to the north abutment of the Interstate 74 overhead bridge (Structure No. 057-0132). Bituminous shoulders will be provided on both sides of pavement.
- C. Reconstruction of Maple Street - Reconstruct the east leg of Maple Street to its radius return with Chestnut Street, resulting in an 11 meter (36') wide concrete curb and gutter pavement section so to accommodate an added left turn lane. An entirely new west leg of Maple Street will be constructed having the same configuration of the east leg.
- D. FAS Route 1478 (Chestnut Street) and Maple Street Intersection - Install traffic signals at the intersection. The four legged intersection will consist of the following:
 - North Leg of FAS Route 1478 (Chestnut Street) - One through and one right turn lane and one left turn lane for southbound traffic and one northbound through lane. A striped 3.6 meter (12') wide median will also extend northerly approximately 150 meters (400').
 - South Leg of FAS Route 1478 (Chestnut Street) - One through lane for southbound traffic and one through, one left turn lane, and one right turn lane for northbound traffic.
 - East Leg of Maple Street - One eastbound and westbound through lane and one westbound left turn lane.
 - West Leg of Maple Street - One eastbound and westbound through lane and one eastbound left turn lane.

WHEREAS, the STATE's funding participation is limited to 100 percent of the cost of reconstructing the existing 7.9 to 12 meter (26' to 40') wide pavement of FAS Route 1478 (LeRoy Spur/Chestnut Street), including traffic control and temporary pavement costs for staging of construction, and 25 percent share of traffic signal cost, up to a maximum cap of \$25,000 of STATE funding toward the said traffic signals. All costs of widening FAS Route 1478 (Chestnut Street) and reconstructing Maple Street shall be 100 percent borne by the CITY. Preliminary and construction engineering for all construction shall be 100 percent borne by the CITY at no cost to the STATE.

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

WHEREAS, the CITY will assume jurisdiction of that portion of FAS Route 1478 (LeRoy Spur/Chestnut Street) beginning at U.S. Route 150 (Cedar Street) on the north and extending southerly and southwesterly 0.83 kilometers (0.52 mile) to the north abutment of the Interstate 74 overhead bridge. The said transfer does not include the overhead bridge itself (Structure No. 057-0132).

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

1. The CITY agrees to make the surveys, prepare plans, receive bids and award the contract, subject to the concurrence by the STATE, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract; and STATE'S Standard Specifications for Road and Bridge Construction, adopted January 1, 1997.
2. The CITY agrees to pay all construction and engineering costs subject to reimbursement by the STATE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that an estimated cost and cost proration of this improvement is as follows:

	<u>TOTAL</u>	<u>STATE</u>	<u>CITY</u>
Reconstruct Existing FAS Route 1478/Chestnut Street Pavement	\$441,275	\$441,275	\$0
Construction of Widened Portions of FAS Route 1478/Chestnut Street Pavement and Reconstruction of Adjoining Legs of Maple Street	\$264,125	\$0	\$264,125
Traffic Signals	\$100,000	**\$25,000 (25%)	\$75,000 (75%)
Subtotal	\$805,400	\$466,275	\$339,125
Preliminary Engineering	*	*	*
Construction Engineering	*	*	*
Totals	\$805,400	\$466,275	\$339,125

* The CITY is to provide preliminary and construction engineering at no cost to the STATE.

** The STATE's share of cost for traffic signals not to exceed maximum cap of \$25,000.

4. Upon award of the contract to the improvement, the STATE will pay the CITY, in a lump sum, 90 percent of its obligation incurred under this agreement and will pay the CITY the remainder of its obligation, in a lump sum, upon completion of the project; based on final bid unit prices and quantities of the awarded contract. Exception to this is the STATE's maximum cap of \$25,000 toward traffic signal construction. The CITY's billing to the STATE must contain sufficient cost information and include evidence of payment to the contractor by the CITY.
5. It is mutually agreed that the STATE'S share of payment for reconstructing existing FAS Route 1478/Chestnut Street pavement represents the STATE'S total obligation to the project. All other obligations relevant to the improvement, incurred or implied, will be that of the CITY or its contractor.
6. Prior to advertising for the work to be performed, the CITY shall obtain the STATE's approval of final plans and specifications.

7. The CITY agrees to retain its jurisdiction of Maple Street at all times.
8. The CITY agrees to assume jurisdiction of FAS Route 1478 (LeRoy Spur/Chestnut Street) from U.S. Route 150 (Cedar Street) and extending southerly 0.83 kilometer (0.52 mile) to the north abutment of the Interstate 74 bridge overhead. The transfer does not include the overhead bridge itself (Structure No. 057-0132). The said jurisdictional transfer becomes effective on May 1, 1996; as described in Form 1600, which is attached hereto as Exhibit 1 and made a part hereof.
9. The STATE agrees that the CITY personnel for the engineering inspection of the FAS Route 1478 (Chestnut Street/LeRoy Spur) reconstruction has the authority to make decisions on individual construction changes costing \$5,000 or less, without having first to consult with or obtain permission from the STATE's District Engineer in Ottawa or his designated field representative.
10. It is mutually agreed that the STATE reserves the right to periodic inspection of any phases of the construction work on FAS Route 1478 (Chestnut Street/LeRoy Spur) at the STATE's discretion.
11. The CITY agrees to provide and be responsible of all material inspection and material proportioning required for the said project. Material certification letters will be made available to the STATE by the CITY.
12. The CITY agrees to comply with the applicable executive orders and Federal Highway acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
13. The CITY shall exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.
14. The CITY agrees to cause its utilities, located on right of way acquired by the STATE or installed within the limits of a roadway after the said roadway was taken for maintenance by the STATE, to be relocated and/or adjusted at no expense to the STATE.
15. The CITY agrees to invite a STATE representative to accompany CITY personnel during final field inspection of the completed reconstructed FAS Route 1478 (Chestnut Street).
16. The CITY shall maintain, for a minimum of five years after the completion of the described improvement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and other STATE auditors and the CITY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents, required by this paragraph, shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
17. 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 July 1, 2000.

18: This agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

Executed on Behalf of the STATE OF ILLINOIS,
DEPARTMENT OF TRANSPORTATION:

Executed on Behalf of the
CITY OF LEROY

Director of Highways

Robert Rice, Mayor

Date

Date

ATTEST

Sue Marcum, City Clerk

(SEAL)

Date



Local Agency		Type of Systems Transfer	
Municipality: <u>LeRoy</u>		Type 1	Type 2
Township/Road District:		From: State Highway System	From: Local Highway System
County: <u>(of McLean)</u>		To: Local Highway System	To: State Highway System
Section Number:		Indicate Type of Systems Transfer: 1	
(for transfers involving an improvement)			

The above local agency, and the State of Illinois, acting by and through its Department of Transportation, agree to transfer the jurisdiction of the designated location in the manner indicated above under Type of Systems Transfer

Location Description

Name LeRoy Spur/Chestnut Street Route FAS 1478 Length 2,746' 837 Meters 0.83 Km
 Terminal From the south edge of pavement of U.S. 150 (Cedar Street) and extending southerly and southwesterly to the
overhead structure 0.52 miles)

This transfer does not include Structure No. 057-0132

WHEREAS, the authority to enter into this contract is granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the State under Section 2-101 of the Illinois Highway Code.

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the ordinance as Addendum No. 2, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

(Check One)

- | | |
|---|---|
| <input type="checkbox"/> Final Inspection by the State (Type " ") | <input type="checkbox"/> Final Inspection by the Local Agency |
| <input type="checkbox"/> Acceptance by the State | <input type="checkbox"/> Acceptance by the Local Agency |
| <input checked="" type="checkbox"/> on May 1, 1998 | |

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this jurisdictional transfer.

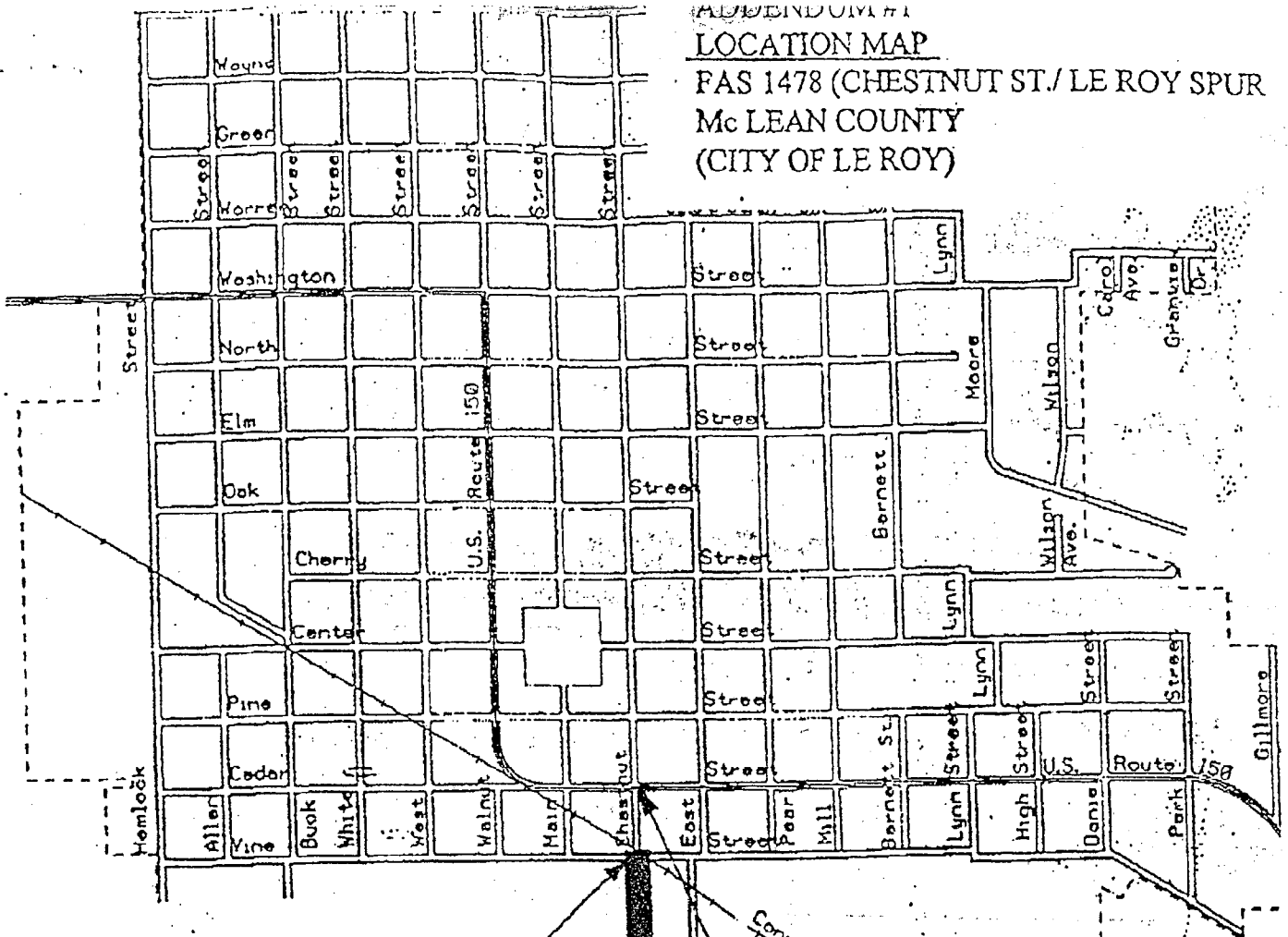
Supplement _____

(insert supplement numbers of letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this jurisdictional transfer shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

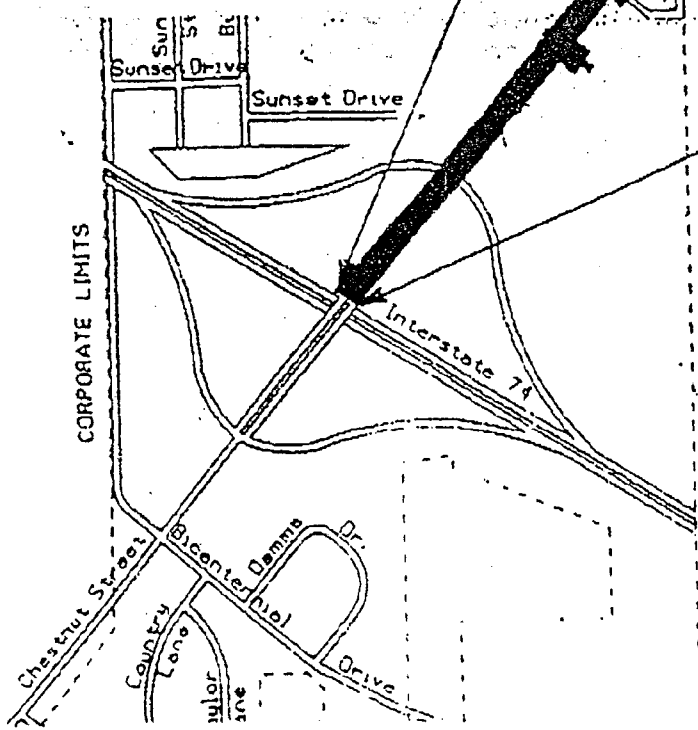
LOCATION MAP

FAS 1478 (CHESTNUT ST./ LE ROY SPUR)
Mc LEAN COUNTY
(CITY OF LE ROY)



PORTION OF FAS 1478 (CHESTNUT ST./
LE ROY TO BE IMPROVED

PORTION OF FAS 1478 (CHESTNUT ST./
LE ROY SPUR) TO BE TRANSFERRED
TO THE JURISDICTION OF THE CITY



ORDINANCE NO. _____

PROVIDING FOR ACCEPTANCE OF JURISDICTION AND ADDITION OF A PORTION OF FAS ROUTE 1478 (LEROY SPUR/CHESTNUT STREET) TO LEROY CITY STREET SYSTEM

WHEREAS, the city of LeRoy, of McLean County, Illinois, hereinafter called the CITY, and the state of Illinois, by and through its Department of Transportation, hereinafter called the STATE, have entered into an agreement for the improvement and jurisdictional transfer of a portion of FAS Route 1478, also known as the LeRoy Spur and Chestnut Street. With the use of STATE and local funds, improvements include reconstruction/resurfacing of FAS Route 1478/Chestnut Street from 860' north to 1,520' south of Maple Street, including improvements to the intersection at Maple Street.

NOW, THEREFORE, BE IT ORDAINED, that on May 1, 1998, the CITY agrees to assume jurisdiction and add to the LeRoy city street system, FAS Route 1478 (LeRoy Spur/Chestnut Street), beginning at the south edge of pavement of U.S. Route 150 (Cedar Street) and extending southerly and southwesterly 0.83 kilometers (0.52 mile) to the north abutment of the Interstate 74 overhead structure. The said transfer does not include the interstate overhead structure itself (Structure No. 057-0132).

This ordinance shall be in effect after its passage by the LeRoy City Council and approval by the mayor of LeRoy and be effective pursuant to law.

The City Clerk is directed to forward three copies of this ordinance to the state of Illinois, through its District Engineer's office at Ottawa, Illinois.

Passed on _____, 1997.

Ayes _____

Nayes _____

Absent _____

Approved:

Robert Rice

Robert ~~Rice~~, Mayor
RICE

Attest:

I, Sue Marcum, City Clerk of LeRoy, hereby certify the foregoing to be a true, perfect, and complete copy of the ordinance adopted by the LeRoy City Council at a meeting on _____, 1997.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 1997.

Sue Marcum
LeRoy City Clerk

(SEAL)

10/8/97

Quantity Summary Chestnut Street Reconstruction and Asphalt Overlay Project
Leroy Illinois

4501.73 & 4668.04

Item	Unit	Quantity	City East		City West		IDOT Share	Unit Cost	Extended Cost	City		IDOT Cost	Sheet City S East
			Share	Share	Cost	Cost				West	East		
1 Earth Excavation	Cu Yd	2773	1573	1200	0	\$10.00	\$27,730.00	\$15,730.00	\$12,000.00	\$0.00	\$0.00		
2 Embankment	Cu Yd	583	341	242	0	\$10.00	\$5,830.00	\$3,410.00	\$2,420.00	\$0.00	\$0.00		
3 Furnishing and Placing Top Soil, 4"	Sq Yd	2553	1351	601	601	\$2.50	\$6,382.50	\$3,377.50	\$1,502.50	\$1,502.50	\$1,502.50		
4 Seeding Class 2	Acre	1.2	0.4	0.4	0.4	\$1,400.00	\$1,680.00	\$560.00	\$560.00	\$560.00	\$560.00		
5 Nitrogen Fertilizer Nutrient	Pound	100	33	33	34	\$1.25	\$125.00	\$41.25	\$41.25	\$41.25	\$41.25		
6 Phosphorus Fertilizer Nutrient	Pound	100	33	33	34	\$1.25	\$125.00	\$41.25	\$41.25	\$41.25	\$41.25		
7 Potassium Fertilizer Nutrient	Pound	100	33	33	34	\$1.25	\$125.00	\$41.25	\$41.25	\$41.25	\$41.25		
8 Temporary Seeding	Acre	1	0.33	0.33	0.34	\$350.00	\$350.00	\$115.50	\$115.50	\$115.50	\$115.50		
9 Mulch Method 2	Each	4	1	1	2	\$15.00	\$60.00	\$15.00	\$15.00	\$15.00	\$15.00		
10 Temporary Ditch Checks	LF	2350	950	500	900	\$2.00	\$4,700.00	\$1,900.00	\$1,900.00	\$1,800.00	\$1,800.00		
11 Perimeter Erosion Barrier	LF	28000300	1	1	2	\$50.00	\$100.00	\$50.00	\$50.00	\$50.00	\$50.00		
12 Inlet and Pipe Protection	LF	28000500	20	6	8	\$2.00	\$40.00	\$12.00	\$12.00	\$12.00	\$12.00		
13 Fence (Erosion Control)	Sq. Yd.	8442	2762	1585	4095	\$10.25	\$86,530.50	\$28,310.50	\$16,246.25	\$41,973.75	\$41,973.75		
14 Aggregate Base Course TY B 12"	Gallon	660	0	0	660	\$1.55	\$1,023.00	\$0.00	\$0.00	\$0.00	\$1,023.00		
15 Bituminous Materials (Prime Coat)	Ton	157	0	0	157	\$45.00	\$7,065.00	\$0.00	\$0.00	\$0.00	\$7,065.00		
16 Bituminous Mixture Complete	Ton	299	0	0	299	\$52.00	\$15,548.00	\$0.00	\$0.00	\$0.00	\$15,548.00		
17 Bituminous Leveling Binder(Mach. Met.) Mix. C, Ty. 1	Ton	469	0	0	469	\$48.00	\$22,512.00	\$0.00	\$0.00	\$0.00	\$22,512.00		
18 Bituminous Surface Course, Mix. D, Cl. I Type 1	Sq. Yd.	6872	1605	1447	3820	\$45.00	\$309,240.00	\$72,225.00	\$65,115.00	\$171,900.00	\$171,900.00		
19 PCC Pavement 9.25"	Sq. Yd.	53	0	0	53	\$32.00	\$1,696.00	\$0.00	\$0.00	\$1,166.00	\$1,166.00		
20 PCC Driveway Pavement 6"	LF	2855	0	0	2855	\$10.00	\$28,550.00	\$0.00	\$0.00	\$26,550.00	\$26,550.00		
21 4" PCC Sidewalk	Sq. Yd.	285	0	0	285	\$10.00	\$2,850.00	\$0.00	\$0.00	\$2,850.00	\$2,850.00		
22 Bituminous Surface Removal (Variable Depth)	Sq. Yd.	3934	0	7	3927	\$12.00	\$47,208.00	\$0.00	\$84.00	\$47,124.00	\$47,124.00		
23 Pavement Removal	Sq. Yd.	1523	195	91	1237	\$5.00	\$7,615.00	\$975.00	\$455.00	\$6,185.00	\$6,185.00		
24 Curb and Gutter Removal	LF	2200	0	0	2200	\$3.00	\$6,600.00	\$0.00	\$0.00	\$6,600.00	\$6,600.00		
25 Sidewalk Removal	Each	1	0	0	1	\$100.00	\$100.00	\$0.00	\$0.00	\$100.00	\$100.00		
26 Gutter outlet Removal	Ton	288	15	4	269	\$30.00	\$8,640.00	\$450.00	\$120.00	\$8,070.00	\$8,070.00		
27 Aggregate Shoulders, Type B	Ton	167	0	0	167	\$42.00	\$7,014.00	\$0.00	\$0.00	\$7,014.00	\$7,014.00		
28 Bituminous Shoulders	Sq. Yd.	216	90	18	108	\$50.00	\$5,400.00	\$4,500.00	\$900.00	\$5,400.00	\$5,400.00		
29 Portland Cement Concrete Shoulders, 6"	Each	2	1	1	2	\$2,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
30 Remove Existing Culvert	Each	2	0	0	2	\$350.00	\$700.00	\$0.00	\$0.00	\$700.00	\$700.00		
31 12" Dia PRC Flared End Sections.	Each	2	0	0	2	\$400.00	\$800.00	\$0.00	\$0.00	\$800.00	\$800.00		
32 18" Dia PRC Flared End Sections.	Each	2	0	0	2	\$800.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00	\$1,600.00		
33 12" Dia RCCP Type 1 Class IV	LF	43	0	0	43	\$36.00	\$1,548.00	\$0.00	\$0.00	\$1,548.00	\$1,548.00		
34 18" Dia RCCP Type 1 Class IV	LF	143	0	143	0	\$36.00	\$5,148.00	\$0.00	\$0.00	\$5,148.00	\$5,148.00		
35 Inlet Type A w/ Type 3 F&G	Each	6	0	0	6	\$550.00	\$3,300.00	\$0.00	\$0.00	\$3,300.00	\$3,300.00		
36 Inlet Type B w/ Type 1 F&G	Each	1	0	1	0	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	\$600.00		
37 Inlet to be Adjusted, Reuse existing F&G	Each	5	0	0	5	\$150.00	\$750.00	\$0.00	\$0.00	\$750.00	\$750.00		
38 Combination Curb and Gutter, Type M6-04	LF	114	0	0	114	\$15.00	\$1,710.00	\$0.00	\$0.00	\$1,710.00	\$1,710.00		
39 Combination Curb and Gutter, Type B6-24	LF	1917	317	225	1375	\$18.00	\$34,506.00	\$5,706.00	\$4,050.00	\$24,750.00	\$24,750.00		
40 Island Pavement 9"	Sq. Yd.	17.5	5.4	12.1	0	\$75.00	\$1,312.50	\$405.00	\$907.50	\$0.00	\$0.00		
41 Traffic Control	Lump Sum	1	0	0	1	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00		
42 Conduit In Trench, 4" Dia. PVC	LF	328	113	113	102	\$10.00	\$3,280.00	\$1,130.00	\$1,130.00	\$1,020.00	\$1,020.00		
43 Paint Pavement Markings Letters and Symbols	Sq Ft	120	60	60	0	\$10.00	\$1,200.00	\$600.00	\$600.00	\$0.00	\$0.00		
44 Paint Pavement Marking Line 4"	LF	11955	1505	1778	8672	\$1.00	\$11,955.00	\$1,505.00	\$1,778.00	\$8,672.00	\$8,672.00		
45 Paint Pavement Marking Line 6"	LF	1131	645	361	125	\$1.15	\$1,300.65	\$741.75	\$415.15	\$1,437.50	\$1,437.50		
46 Paint Pavement Marking Line 8"	LF	472	80	110	282	\$1.25	\$590.00	\$100.00	\$137.50	\$352.50	\$352.50		
47 Paint Pavement Marking Line 12"	LF	586	287	180	119	\$2.00	\$1,172.00	\$574.00	\$360.00	\$238.00	\$238.00		
48 Paint Pavement Marking Line 24"	LF	204	52	52	100	\$2.00	\$408.00	\$104.00	\$104.00	\$200.00	\$200.00		
49 Concrete Pavement Scarification	Sq Yd.	147	0	0	147	\$15.00	\$2,205.00	\$0.00	\$0.00	\$2,205.00	\$2,205.00		
50 Traffic Signals, Estimated Cost	Lump Sum	1	0.375	0.375	0.25	\$100,000.00	\$100,000.00	\$37,500.00	\$37,500.00	\$156,599.15	\$156,599.15		
							\$865,394.15	\$182,520.00	\$466,275.00				

CERTIFICATE

I, Sue Marcum, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on December 1, 1997, the Corporate Authorities of such municipality passed and approved Ordinance No. 763, entitled:

AN ORDINANCE APPROVING A CONTRACT FOR COST SHARING OF CERTAIN STREET IMPROVEMENTS TO BE CONSTRUCTED TO THE STREETS AT THE INTERSECTION OF MAPLE STREET AND CHESTNUT STREET IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 763, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on December 1, 1997, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 1st day of December, 1997.

(SEAL)


Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy , McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE APPROVING A CONTRACT FOR COST SHARING OF CERTAIN STREET IMPROVEMENTS TO BE CONSTRUCTED TO THE STREETS AT THE INTERSECTION OF MAPLE STREET AND CHESTNUT STREET IN THE CITY OF LE ROY, MC LEAN COUNTY, ILLINOIS.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 1st day of December , 1997, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 1st day of December , 1997.

x 
City Clerk

(SEAL)