

Request for City Council Action

Date: March 3, 2015

Agenda Section: Consent Agenda No. 5	Originating Department: Public Works-Engineering/Legal Department			
Item: A Resolution Authorizing the City Manager to Execute an Agreement with Illinois Department of Transportation for the construction of the West Side Multi-use Bicycle/Pedestrian Trail; and a Resolution Dedicating \$101,000 in Motor Fuel Tax (MFT) Revenues to Pay the City's Share of the Project No. 5.9	Approved:			
<p>Background: The Illinois Department of Transportation (IDOT) will be building a multi-use bicycle/pedestrian trail along the south side of West Main Street from Emerald Lane to Murphysboro Road/New Era Road. IDOT policy requires that the City of Carbondale, upon completion of the project, take ownership of the improvements and provide all future maintenance of the improvements.</p> <p>This project has been in the works for some time now; however City Staff were just recently informed that IDOT would be requiring the City to monetarily participate in the project. IDOT staff has just recently informed City staff that the project is now dependent on the City contributing 20% of the total estimated project costs or the project will be put on hold. Twenty percent of the total project cost (\$816,500) is currently estimated to be \$163,300.</p> <p>City staff has been working with IDOT to reduce the City's contribution as much as possible. As can be seen in the attached Agreement, IDOT has agreed to only require that the City contribute 20% of the construction costs excluding the required bridge over Little Crab Orchard Creek, or \$101,000. The City will be allowed to use Motor Fuel Tax (MFT) funds to cover its portion of the project.</p> <p>This project is scheduled for the June 2015 IDOT letting, which requires the City to commit funding to this project on or before March 20, 2015. However, due to the lag time in billings from IDOT, payment will not occur until the City's 2016 Fiscal Year (May 1, 2015 to April 30, 2016). As such, sufficient funds will be included in the FY 2016 Community Investment Program (CIP) MFT budget to cover this expense.</p> <p>Recommended Action: The City Council is requested to approve a Resolution Authorizing the City Manager to Execute an Agreement with the Illinois Department of Transportation for the construction of the West Side Multi-use Bicycle/Pedestrian Trail; and to approve a Resolution dedicating \$101,000 in Motor Fuel Tax (MFT) Revenues to Pay the City's Share of the Project.</p>				
Engineering Approval Obtained	Finance Approval Obtained	Legal Approval Obtained	Approval Obtained	Manager's Approval Obtained
Council Action: Motion by _____ 2nd by _____ to _____				

RESOLUTION NO. 2015 - R - _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION REGARDING THE CONSTRUCTION AND MAINTENANCE OF THE WEST SIDE MULTI-USE BICYCLE/PEDESTRIAN TRAIL

WHEREAS, the City of Carbondale, Illinois, is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, pursuant to Article VII, Section 6(a), of the Illinois Constitution, 1970, the City of Carbondale may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public, health, safety, morals and welfare; and

WHEREAS, Illinois Department of Transportation desires to construct the west side multi-use bicycle/pedestrian trail from Emerald Lane to Murphysboro Road/New Era Road along the south side of West Main Street in the City of Carbondale; and

WHEREAS, the City of Carbondale desires to cooperate with the Illinois Department of Transportation with the construction and maintenance of the west side multi-use bicycle/pedestrian trail from Emerald Lane to Murphysboro Road/New Era Road along the south side of West Main Street in the City of Carbondale; and

WHEREAS, the City of Carbondale and the Illinois Department of Transportation desire to enter into an agreement which stipulates the responsibilities of each party for the mutual benefit of the parties and the citizens of the City of Carbondale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARBONDALE AS FOLLOWS:

SECTION ONE: That the City Council deems it in the best interest of the City of Carbondale to enter into an Agreement with Illinois Department of Transportation described in Exhibit "A", attached hereto and incorporated by reference.

SECTION TWO: That the City Manager of the City of Carbondale, Illinois, is hereby authorized to execute an agreement with Illinois Department of Transportation.

SECTION THREE: That the City Manager is hereby authorized to take any and all necessary, reasonable and proper action to carry out the intent and purpose of this Resolution.

SECTION FOUR: That this Resolution be spread at length upon the minute records of the City Council.

This Resolution is hereby adopted at a regular meeting of the City Council of the City of Carbondale, Illinois, on the 3rd day of March 2015.

APPROVED: _____
Donald Monty, Acting Mayor

ATTEST: _____
Jennifer R. Sorrell, City Clerk

APPROVED AS TO LEGALITY AND FORM:

P. Michael Kimmel, City Attorney

FAP 331 (IL 13)
Section (12-1) I-6, B-2
Jackson County
Job No. C-99-047-13
Agreement No. JN9-15-001
Contract No. 78375

AGREEMENT
Multi-Use Bicycle/Pedestrian Trail from Emerald Lane to
Murphysboro Road/New Era Road

This agreement, entered into this _____ day of _____, AD 2015, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the City of CARBONDALE, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving FAP 331 (IL 13) in the CITY, by constructing an improvement beginning from South of Illinois Route 13 at Emerald Lane to Old Route 13 (Murphysboro Road) and New Era Road, known as State Section (12-1) I-6, B-2 as follows:

A. Construct a Multi-use path for pedestrian/bicycle traffic along the south side of IL 13 with a bridge, earthwork, pavement striping, and a pedestrian crosswalk and signals at the intersection of IL 13 & New Era Road.

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

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY 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, 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 approved plans, specifications, and contract.
2. The STATE agrees to pay all the construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.
3. The STATE agrees to maintain or cause to be maintained Illinois Route 13 which is understood to include the through lanes, left and right turn lanes, throughout the project. The STATE further agrees to maintain the stabilized shoulders and the

ditches adjacent to those through lanes and turn lanes to be maintained by the STATE, of that portion of Illinois Route 13 which is a rural section, namely that portion which does not have any curb and gutter west of the Sycamore and Emerald Lane intersection with Illinois Route 13 (Westbound Station 53+63 and Eastbound Station 53+47 westerly) with the exception of the new multi-use path.

4. Upon completion of the improvement the CITY agrees to maintain or cause to be maintained at its own cost and expense the improved portions of Emerald Lane and Sycamore Street which is understood to include the pavement, combination concrete curb and gutters, shoulders, sidewalks, pavement markings, and drainage structures.
5. Upon completion of the improvement the CITY furthermore agrees to maintain or cause to be maintained at its own cost and expense the new multi-use path including the new bridge structure, associated riprap, and other drainage pipes under or for the path in its entirety.
6. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

<u>Type of Work</u>	<u>STATE</u> <u>Cost</u>	<u>%</u>	<u>CITY</u> <u>Cost</u>	<u>%</u>	<u>TOTAL</u>
All construction costs excluding the following:	404,000	80	101,000	20	505,000
Pedestrian Bridge	205,000	100	0	0	205,000
SUBTOTALS:	609,000	-	101,000	-	710,000
P & C Engineering (15%)	106,500	-	0	-	106,500
TOTALS:	715,500	-	101,000	-	816,500

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. The CITY's total cost shall be determined by multiplying the final quantities time's contract unit prices and no cost for the construction/preliminary engineering.

7. The CITY has adopted a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "EXHIBIT B" and made a part hereof.
8. Upon award of this contract for this improvement, the STATE shall bill the CITY and the CITY will pay to the STATE from any funds allotted to the CITY 80% of its obligation incurred under this agreement. The remaining balance shall be paid by the CITY upon completion of the contract for this improvement and billing from the STATE.

9. Upon acceptance by the STATE of the traffic signal and illumination work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signals and luminaires shall be proportioned as specified in the attached "EXHIBIT A" and made a part hereof.
10. The CITY shall exercise its franchise rights to cause private utilities to be relocated and/or adjusted if required, at no expense to the STATE.
11. The CITY agrees to cause its utilities located within the limits of the proposed project to be relocated and/or adjusted if required, at no expense to the STATE.
12. The CITY has reviewed and approved the detailed construction plans for the work to be performed and by execution of this agreement gives witness to its approval of the plans and specifications as prepared.
13. This AGREEMENT shall be subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the agreement.
14. 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 within the three years subsequent to execution of the agreement.

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

CITY OF CARBONDALE

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
City Manager

By: _____
Regional Engineer

_____, 2015

_____, 2015

Job No. C-99-047-13
Agreement No. JN9-15-001
Contract No. 78375

EXHIBIT A

Upon acceptance by the STATE of the traffic signal work and the illumination work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the signals and illumination at the intersection of **Illinois Route 13 and New Era Road**, and the intersection of Illinois **Route 13 with Emerald Street, and Sycamore Street** shall be proportioned as follows:

<u>TRAFFIC SIGNALS</u>	<u>MAINTENANCE</u>	<u>ELECTRICAL ENERGY</u>
STATE	50%	50%
CITY	50%	50%

<u>ILLUMINATION</u>	<u>MAINTENANCE</u>	<u>ELECTRICAL ENERGY</u>
STATE	0%	0%
CITY	100%	100%

It is agreed that the actual signal maintenance will be performed by the CITY either with its own forces or through an ongoing contractual agreement.

It is agreed that the actual illumination maintenance will be performed by the CITY either with its own forces or through an ongoing contractual agreement.

It is further agreed that the signals shall be maintained to at least the Level of Maintenance shown as shown in the Traffic Signal Master Agreement.

The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals and illumination. The CITY agrees to pay this cost as billed by the local power company.

The STATE retains the right to control the sequence and timing of the traffic signals.

The parties hereto agree that the traffic signal and illumination maintenance and energy provisions of this agreement shall become a part of the Master Agreement executed by the STATE and the CITY on July 1, 2011, and shall remain in effect through June 30, 2021, or so long as the traffic signals and illumination covered by the terms of this agreement or any amendment hereto remain in place either in their current or some modified configuration, whichever is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

EXHIBIT "B"

RESOLUTION NO. 2015 - R - _____

**RESOLUTION APPROVING \$101,000 FROM THE MOTOR FUEL TAX (MFT) FUND
AS THE CITY'S SHARE FOR CONSTRUCTING THE WEST SIDE MULTI-USE
BICYCLE/PEDESTRIAN TRAIL**

WHEREAS, the City of Carbondale, Illinois, has entered into an agreement with the State of Illinois for the construction and maintenance of the west side multi-use bicycle/pedestrian trail; and

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

WHEREAS, it is anticipated that the City's share of the cost will be approximately one-hundred one thousand dollars (\$101,000).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF CARBONDALE, ILLINOIS, AS FOLLOWS:**

1. That there is hereby appropriated the sum of one-hundred one thousand dollars (\$101,000) from the City's Motor Fuel Tax (MFT) revenues or so much thereof as may be necessary, for the City to pay its share of the cost of project as provided in the agreement.
2. That upon completion of this improvement, the City will pay to the Department of Transportation of the State of Illinois a lump sum amount equal to 100% of its obligation incurred under this agreement based upon final costs.
3. That the City agrees to pass a supplemental resolution to provide additional funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.
4. That the City Manager of the City of Carbondale, Illinois, be and is hereby authorized to do any and all things reasonable, necessary, and proper to carry out the intent and

purposes of this Resolution.

5. That this Resolution be spread at length upon the minute records of the City Council of the City of Carbondale, Illinois.

This Resolution adopted at a regular meeting of the City Council of the City of Carbondale on the 3rd day of March 2015.

APPROVED: _____
Donald Monty, Acting Mayor

ATTEST: _____
Jennifer R. Sorrell, City Clerk

APPROVED AS TO LEGALITY AND FORM:

P. Michael Kimmel, City Attorney