

11/30/2009

121-O-09

AN ORDINANCE

**Transferring the Jurisdiction of Dempster Street from
Sherman Place to Forest Avenue from the
Illinois Department of Transportation
to the City of Evanston**

WHEREAS, the City of Evanston has entered into a Local Agency State Agreement for Jurisdictional Transfer with the Illinois Department of Transportation ("IDOT") for a roadway improvement known as Job No. C-91-103-10 (hereinafter, the "improvement"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, upon the completion of the improvement and after final inspection by IDOT, the City of Evanston shall assume jurisdiction and maintenance of Dempster Street from Sherman Place to Forest Avenue; and

WHEREAS, it is in the best interests of the City of Evanston to assume said jurisdiction.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That upon the completion of the improvement known as Job No. C-91-103-10 and upon the final inspection by IDOT, the City of Evanston shall assume jurisdiction and maintenance of Dempster Street from Sherman Place to Forest Avenue.

SECTION 2: That the aforesaid improvement of Dempster Street from Sherman Place to Forest Avenue shall be added to the Municipal Street System after final inspection by IDOT.

SECTION 3: The City Manager is authorized to sign the Local Agency State Agreement for Jurisdictional Transfer with the Illinois Department of Transportation and the City Clerk is hereby directed to forward a certified copy of this Ordinance to the State of Illinois through its District Engineer's Office located at 201 West Center Court, Schaumburg, Illinois 60193.

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: That this Ordinance 121-O-09 shall be in full force and effect immediately upon its passage in the manner provided by law.

Introduced: December 14, 2009

Adopted: January 11, 2010

Approved:

January 14, 2010

Elizabeth B. Tisdahl
Elizabeth B. Tisdahl, Mayor

Attest:

Rodney Greene
Rodney Greene, City Clerk

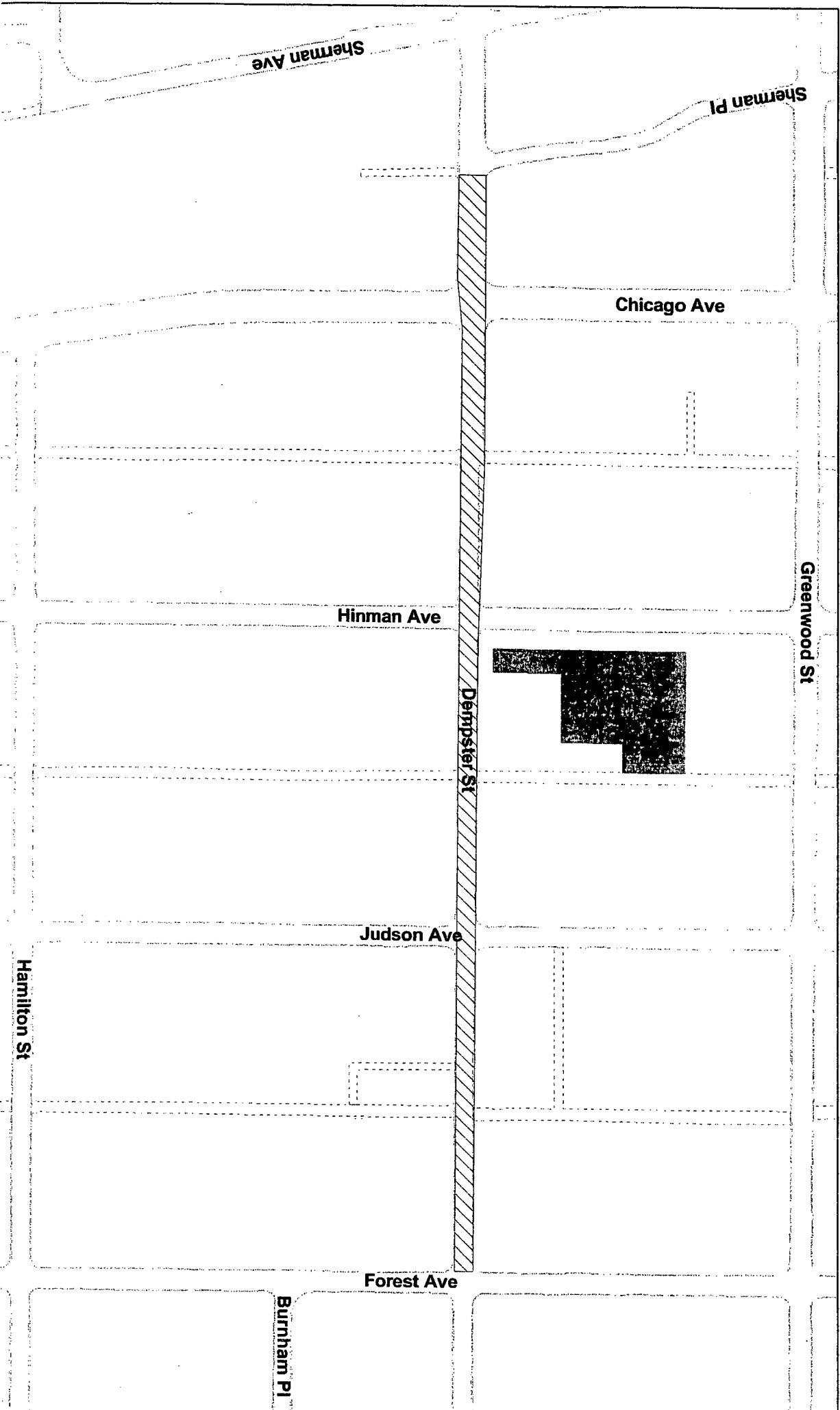
Approved as to form:

W. Grant Farrar
W. Grant Farrar, City Attorney

Exhibit A

**Local Agency State Agreement for Jurisdictional Transfer with the
Illinois Department of Transportation**

**DEMPSTER STREET
(SHERMAN PLACE TO FOREST AVENUE)**





Local Agency		Type of Systems Transfer	
Municipality: City of Evanston		Type 1	Type 2
Township/Road District:		From: State Highway System	From: Local Highway System
County:		To: Local Highway System	To: State Highway System
Section Number		Indicate Type of Systems Transfer :Type 1	

The above local agency, hereinafter referred to as "LA", 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 Dempster Street Route FAU 1324 Length 1,760 ft.(0.33 mile)
Termini From Sherman Place easterly to Forest Avenue
, in its entirety.

This transfer [] does [X] does not include Structure No. N/A

The transfer [X] does [] does not include a transfer to land rights (4-508). If it does, attach letter of intent approved by the Department.

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.

Include for Municipalities Only

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

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution 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 resolution as Addendum No. 2, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code and said Highway Commissioner shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective 21 calendar days after (check one)

- [X] Execution of Agreement [] Acceptance by the State
[] Approval of Land Conveyance [] Final Inspection by the State (Type)

Supplements

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

Supplement Addendum No. 1 - Location Map, Addendum No. 2 - City Ordinance, Addendum No. 3 - Letter of Intent, Addendum No. 4 - Traffic Signal Responsibility

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

APPROVED

APPROVED

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

Name: _____

By _____ Director of Highways

Signature _____ City Manager

Date _____

Signature _____

**JURISDICTIONAL TRANSFER
AGREEMENT**

THIS AGREEMENT is 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 City of Evanston, in Cook County, hereinafter called the CITY.

This AGREEMENT will be identified as:

- STATE Job Number C 91-103-10 and Section 09-00253-00-JT, and
- PPS Number _____ (FY ____); Appropriation _____

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

I. THE CITY AGREES:

1. Funds received through this AGREEMENT will be deposited into the CITY Motor Fuel Tax (MFT) Account and expended in accordance with MFT Standards, Policies, and Procedures.
2. If applicable, to maintain for a minimum of three (3) years after the completion of any Contracts, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Contract. The Contract and all books, records, and supporting documents related to the Contract shall be available for review and audit by the Auditor General or other STATE Auditor and the CITY agrees to cooperate fully with any audit conducted by the Auditor General or other STATE Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the Contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
3. The jurisdiction and maintenance of any projects in which these funds are expended on will remain the responsibility of the CITY
4. To accept jurisdiction and maintenance twenty-one (21) days after execution of this AGREEMENT of the following section of highway in its present condition:
 - Dempster Street: From Sherman Place easterly to Forest Avenue, in its entirety.

II. IT IS MUTUALLY AGREED:

1. The STATE agrees to pay the CITY a lump sum total of \$18,500.00 upon execution of this AGREEMENT.
2. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this AGREEMENT shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the Act exempt its application.
3. This AGREEMENT shall be binding upon and inure to the benefits of the parties, their successors, and assignees.

City of Evanston
Location: Dempster Street from Sherman Place easterly to Forest Avenue
Section No.: 09-00253-00-JT
Job No.: C 91-103-10
Cook County

4. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Applicable Federal Funding Source fails to appropriate or otherwise make available funds for the work contemplated herein.

EXECUTED by the CITY

Date CITY MANAGER

ATTEST:

(SEAL)

CITY CLERK

By execution of this AGREEMENT and under penalties of perjury, the CITY certifies that its correct Federal taxpayer Identification Number (TIN) is 36-6005870 and that it is doing business as a government entity.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

This AGREEMENT executed on this _____ day of _____, 20____

Secretary, Illinois Department of Transportation Date

Director of Highways/Chief Engineer

Chief Counsel

Director of Finance & Administration



**City of Evanston – State Agreement
for Jurisdictional Transfer
Dempster Street – Sherman Place to Forest Avenue
Section No. 09-00253-00-JT**

Addendum No. 4

Upon completion of the jurisdictional transfer of Dempster Street, from Sherman Street easterly to Forest Avenue, from the State of Illinois to the City of Evanston, the traffic control signals at:

Dempster Street and Forest Avenue

Dempster Street and Chicago Avenue

shall become 100% the responsibility of the City of Evanston. The above-mentioned traffic control signals shall be removed from the existing Master Agreement executed between the Illinois Department of Transportation and the City of Evanston on June 3, 2002.