



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Governmental Agreements for the Proposed IL Route 64 Construction Project from Kirk Road to IL Route 59

Presenter: James Bernahl

*Please check appropriate box:*

X	Government Operations 12-5-11	Government Services
	Planning & Development	City Council
	Public Hearing	

Estimated Cost:	\$1,128,380	Budgeted:	YES	x	NO
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If NO, please explain how item will be funded:

**Executive Summary:**

This work shall consist of the installation of storm sewers and respective structures, water main, valve vaults, installation of new public sidewalks, street lighting, traffic signal upgrades, installation of traffic signal interconnection, pavement widening, replacement and installation of new curbing, and resurfacing of the pavement. The reconstructed IL 64 section will include generally a 6 lane section. This work is anticipated to begin in March of 2012 and be completed by July of 2013. Payment of these costs to IDOT include (3) equal payments over three years (no interest).

Governmental agreement will cover such items as:

1. Approval of Funding Resolution which outlines anticipated City costs include the breakdown of these costs as follows:
  - Water Distribution = \$230,000
  - Traffic Signal Modernization and Emergency Vehicle Pre-emption Equipment = \$898,380
2. Modified traffic signal maintenance agreement. – This agreement outlines responsibilities for the maintenance of the traffic signals along the IL 64 corridor once the work is completed. This agreement indicates that IDOT will become the main point of contact for all future traffic signal repairs on IL 64.
3. Authorization for staff to sign plan approval sheet – This authorization will allow staff to sign the master cover sheet for the construction document acknowledging the approval of the plans and specifications prepared by IDOT.

**Attachments:** *(please list)*

- Copy of IDOT Governmental Agreement for Proposed Construction Project from Kirk Road to IL Route 59.

**Recommendation / Suggested Action** *(briefly explain):*

Recommend approval of a Resolution authorizing the Mayor and City Clerk to execute IDOT Governmental agreement for the proposed construction project on IL Route 64 from Kirk Road to IL Route 59 including all attached exhibits for the “Plan Approval,” “Funding Resolution,” and “Modified Traffic Signal Maintenance List.”

*For office use only:*      *Agenda Item Number:* 5b

FAP Route 307  
IL Route 64  
State Section: 130R-2  
DuPage & Kane Counties  
Job No. : C-91-101-92  
Agreement No.: JN-111-050  
Contract No.: 62410

### AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF ST. CHARLES 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 approximately 19,014 lineal feet (3.60 miles) of IL Route 64, (FAP Route 307), STATE Section 130R-2, State Job Number: C-91-101-92, from east of Kirk Road easterly to west of IL Route 59, as follows:

Milling and resurfacing the roadway from east of Fieldcrest Drive to west of 38<sup>th</sup> Avenue.  
Reconstructing IL Route 64 from 38<sup>th</sup> Avenue to IL Route 59 and providing 3 at 12 foot through traffic lanes in each direction; an 8 foot 30 foot variable width barrier median; a 12 foot and variable width left turn lane at 38<sup>th</sup> Avenue, Pheasant Run entrance, Keil Road, Reques RoadConte Parkway, and Atlantic Drive; providing 2 at 12 foot and variable width left turn lanes at Kautz/Smith Road and Powis Road. Modernizing traffic signals and installing an interconnection at the IL 64/Kirk Road, IL 64/Foxfield Commons, IL 64/38<sup>th</sup> Avenue, IL 64/Kautz Road/Smith Road, IL 64/Pheasant Run entrance, IL 64/Powis Road, and IL 64/Atlantic Drive intersections. Installing continuous highway lighting and constructing PCC sidewalks on the

north side of IL 64 from 38<sup>th</sup> Avenue to the Pheasant Run entrance. Concrete pavement widening and hot-mix asphalt pavement resurfacing from 38<sup>th</sup> Avenue to Kautz Road/Smith Road; constructing combination concrete curb and gutter on IL 64 from 38<sup>th</sup> Avenue to Kautz Road/Smith Road; constructing PCC shoulders and a storm sewer system for highway drainage.

Reconstructing Kautz Road/Smith Road at the intersection with IL Route 64 to provide 1 at 12 foot through lane in each direction with an exclusive 12 foot left turn lane; constructing curb and gutter; and installing highway transition lighting.

Reconstructing Powis Road at the intersection with IL Route 64 to provide a 1 at 12 foot through lane in the northbound direction and 2 at 12 foot through lanes in the southbound direction with an exclusive 2 at 12 foot left and 1 at 12 foot right turn lane for northbound Powis Road, constructing curb and gutter, and installing highway transition lighting.

Removal and replacement of the IL Route 64 highway bridge over the EJ&E and Union Pacific Railroads providing 3 at 12 foot through traffic lanes and a 12 foot shoulder in each direction separated by a 30 foot wide barrier median. Construction of retaining walls east and west of the EJ&E Railroad and Union Pacific Railroad tracks as they approach the IL 64 highway bridge. utility adjustments; water main installation; 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, 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 approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering costs, subject to reimbursement by the CITY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A.
4. The CITY has passed 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.

The CITY further agrees that the CITY will reimburse the STATE to pay its share of the cost of said improvement in three annual installments. Upon award of the contract for this improvement and receipt of an invoice from the STATE which shall be based upon actual contract bid prices, the CITY will pay its first annual installment to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to thirty three percent (33%) of its financial obligation incurred under this AGREEMENT. On or before April 1, 2013, the CITY will pay its second annual installment to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to thirty three percent (33%) of its financial obligation incurred under this AGREEMENT. Upon receipt of a final invoice from the STATE and not before April 1, 2014, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to the CITY's remaining financial obligation balance of construction and

engineering costs. The aforementioned final invoice will be based upon actual final quantities multiplied by the actual contract unit bid prices plus engineering costs for all construction items in which the CITY has agreed to be financially responsible under the terms of this AGREEMENT.

The CITY further 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 B" proves to be insufficient, to cover said cost.

5. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be restricted within the limits of this improvement, a copy of which is attached hereto as "Exhibit C", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".
7. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit E".

8. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
9. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along IL Route 64 without the consent of the STATE.
10. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
11. 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.
12. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation

of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

13. The CITY agrees to obtain from the STATE an approved permit for any CITY owned utility adjusted/relocated as part of this improvement, and to abide by all conditions set forth therein.
  
14. Upon final field inspection of the improvement and so long as IL Route 64 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes lying on either side of the median and the left-turn turn lanes and right turn lanes, each lane being 12 foot and variable in width and the curb and gutter stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes. The STATE further agrees to maintain or caused to be maintained the highway lighting including furnishing the electrical energy thereof
  
15. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including sidewalks, parkways, guardrails, crosswalk and stop-line markings, CITY owned utilities including appurtenances thereto, and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of IL Route 64.

Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities.

16. It is mutually agreed that the STATE and the CITY entered into a Master Traffic Signal Agreement on July 5, 2011. The Master Traffic Signal Agreement contained an Exhibit A which defined the maintenance and energy responsibilities of traffic control devices along STATE highways located within or near the CITY.

Upon completion of the improvement and acceptance by the STATE of the traffic signal modernization included herein, the maintenance of the following signals shall be reassigned from the CITY to the STATE:

- Illinois Route 64 (North Ave.) at Kirk Road
- Illinois Route 64 (North Ave.) at West Mall Drive
- Illinois Route 64 (North Ave.) at East Mall Drive
- Illinois Route 64 (North Ave.) at Foxfield Commons/Lakeside Drive
- Illinois Route 64 (North Ave.) at Smith/Kautz Road
- Illinois Route 64 (North Ave.) at Pheasant Run

The cost splits for the maintenance and energy shall remain as indicated in the July 5, 2011 Master Agreement. Exhibit A of the aforementioned Master Traffic Signal Agreement is revised and attached hereto as Exhibit F of this agreement.

Obligations of 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 source fails to appropriate or otherwise make available funds for this contract.

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 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 ST. CHARLES

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

(SEAL)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
William R. Frey  
Interim Director of Highways

Date: \_\_\_\_\_

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of approximately 19,014 lineal feet (3.60 miles) of IL Route 64, (FAP Route 307), STATE Section 130R-2, State Job Number: C-91-101-92, from east of Kirk Road easterly to west of IL Route 59, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Exhibit A  
Estimate of Cost and Participation

Contract 62410

ITEMS	FEDERAL		STATE		KANE COUNTY		DUPAGE COUNTY		CITY OF ST. CHARLES		CITY OF WEST CHICAGO		WEST CHICAGO F.P.D.		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	
Type of work															
All roadway and bridge work excluding the following:	\$28,000,000	80%	\$7,000,000	20%											\$35,000,000
P&C Engineering (15%)	\$4,200,000	80%	\$1,050,000	20%											\$5,250,000
<b>TRAFFIC SIGNAL MODERNIZATION</b>															
IL 64 @ Kirk Road	\$224,000	80%	\$28,000	10%	\$28,000	10%									\$280,000
P&C Engineering (15%)	\$33,600	80%	\$4,200	10%	\$4,200	10%									\$42,000
Emergency Vehicle Pre-emption									\$6,000	100%					\$6,000
P&C Engineering (15%)									\$900	100%					\$900
IL 64 @ Foxfield Commons									\$90,000	100%					\$90,000
P&C Engineering (15%)									\$13,500	100%					\$13,500
Emergency Vehicle Pre-emption									\$6,000	100%					\$6,000
P&C Engineering (15%)									\$900	100%					\$900
IL 64 @ Charlestowne Mall West Dr									\$100,000	100%					\$100,000
P&C Engineering (15%)									\$15,000	100%					\$15,000
Emergency Vehicle Pre-emption									\$6,000	100%					\$6,000
P&C Engineering (15%)									\$900	100%					\$900
IL 64 @ Charlestowne Mall East Dr./38th Ave.									\$240,000	100%					\$240,000
P&C Engineering (15%)									\$36,000	100%					\$36,000
Emergency Vehicle Pre-emption									\$6,000	100%					\$6,000
P&C Engineering (15%)									\$900	100%					\$900
IL 64 @ Smith Rd./Kautz Rd	\$224,000	80%	\$28,000	10%					\$28,000	10%					\$280,000
P&C Engineering (15%)	\$33,600	80%	\$4,200	10%					\$4,200	10%					\$42,000
Emergency Vehicle Pre-emption									\$6,000	100%					\$6,000
P&C Engineering (15%)									\$900	100%					\$900
IL 64 @ Pleasant Run Resort Entrance									\$280,000	100%					\$280,000
P&C Engineering (15%)									\$42,000	100%					\$42,000
Emergency Vehicle Pre-emption									\$6,000	100%					\$6,000
P&C Engineering (15%)									\$900	100%					\$900
IL 64 @ Powis Road	\$104,000	80%	\$13,000	10%			\$6,500	5%			\$6,500	5%			\$130,000
P&C Engineering (15%)	\$15,600	80%	\$1,950	10%			\$975	5%			\$975	5%			\$19,500
Emergency Vehicle Pre-emption													\$4,000	100%	\$4,000
P&C Engineering (15%)													\$600	100%	\$600
IL 64 @ Atlantic Drive											\$200,000	100.0%			\$200,000
P&C Engineering (15%)											\$30,000	100.0%			\$30,000
Emergency Vehicle Pre-emption											\$6,000	100%			\$6,000
P&C Engineering (15%)											\$900	100%			\$900
Traffic Signal Interconnect	\$127,200	80%	\$31,800	20%											\$159,000
P&C Engineering (15%)	\$19,080	80%	\$4,770	20%											\$23,850
<b>Other Work</b>															
Sidewalk Removal and Replacement Due to Proposed Improvement	\$56,000	80%	\$14,000	20%											\$70,000
P&C Engineering (15%)	\$8,400	80%	\$2,100	20%											\$10,500
New Sidewalk Requested by City	\$28,800	80%							\$7,200	20%					\$36,000
P&C Engineering (15%)	\$4,320	80%							\$1,080	20%					\$5,400
New Street Lighting	\$1,040,000	80%	\$260,000	20%											\$1,300,000
P&C Engineering (15%)	\$156,000	80%	\$39,000	20%											\$195,000
Watermain Relocation and Appurtenances									\$200,000	100%					\$200,000
Construction Engineering (10%)									\$30,000	100%					\$30,000
<b>TOTAL</b>	<b>\$34,274,500</b>		<b>\$8,481,020</b>		<b>\$32,200</b>		<b>\$7,475</b>		<b>\$1,128,380</b>		<b>\$237,475</b>		<b>\$11,500</b>		<b>\$44,172,650</b>

NOTE: Participation shall be predicated upon the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit price plus 15% for construction and preliminary engineering UNLESS otherwise noted.

"Exhibit B"  
FUNDING RESOLUTION

WHEREAS, the City of St. Charles has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of FAP Route 307 (Illinois Route 64), known as State Section: 130R-2; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the Village to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of ONE MILLION ONE HUNDRED TWENTY EIGHT THOUSAND THREE HUNDRED EIGHTY dollars (\$1,128,380) or so much thereof as may be necessary, from any money now or hereinafter allotted to the City to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that the City will reimburse the State to pay its share of the cost of said improvement in three annual installments. Upon award of the contract for this improvement and receipt of an invoice from the State which shall be based upon actual contract bid prices, the City will pay its first annual installment to the State in a lump sum from any funds allotted to the City, an amount equal to thirty three percent (33%) of its financial obligation incurred under this AGREEMENT. On or before April 1, 2013, the City will pay its second annual installment to the State in a lump sum from any funds allotted to the City, an amount equal to thirty three percent (33%) of its financial obligation incurred under this AGREEMENT. Upon receipt of a final invoice from the State and not before April 1, 2014, the City will pay to the STATE in a lump sum from any funds allotted to the City, an amount equal to the City's

remaining financial obligation balance of construction and engineering costs. The  
aforementioned final invoice will be based upon actual final quantities multiplied by the actual  
contract unit bid prices plus engineering costs for all construction items in which the City has  
agreed to be financially responsible under the terms of this AGREEMENT.

BE IT FURTHER RESOLVED, the City agrees to pass a supplemental resolution to  
provide any necessary funds for its share of the cost of this improvement if the amount  
appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS            )  
COUNTY OF KANE            )

I, \_\_\_\_\_, City Clerk in and for the City of St. Charles hereby certify the  
foregoing to be a true perfect and complete copy of the resolution adopted by the  
\_\_\_\_\_ at a meeting on \_\_\_\_\_, 20\_\_\_\_A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this \_\_\_\_\_ day of  
\_\_\_\_\_. 20\_\_\_\_\_A.D.

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

EXHIBIT C  
ORDINANCE NO. \_\_\_\_\_  
AN ORDINANCE RESTRICTING PARKING ALONG  
IL Route 64 WITHIN THE CITY OF ST. CHARLES

WHEREAS, the State of Illinois acting by and through its Department of Transportation is desirous of improving of approximately 19,014 lineal feet (3.60 miles) of IL Route 64, (FAP Route 307), STATE Section 130R-2, State Job Number: C-91-101-92, from east of Kirk Road easterly to west of IL Route 59, a portion of which lies within the CITY OF ST. CHARLES; and

WHEREAS, a portion of this project runs through the CITY OF ST. CHARLES; and

WHEREAS, in order to facilitate the free flow of traffic and ensure safety to the motoring public, the CITY OF ST. CHARLES determines that the parking along IL Route 64 shall be prohibited.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, COUNTY OF KANE, STATE OF ILLINOIS, as follows:

Section 1. That parking shall be prohibited along of IL Route 64, (FAP Route 307), STATE Section 130R-2, State Job Number: C-91-101-92, from east or Kirk Road easterly to west of IL Route 59 within the City limits of the CITY OF ST. CHARLES;

Section 2. That the CITY COUNCIL of the CITY OF ST. CHARLES will prohibit future parking at such locations on or immediately adjacent to IL Route 64 as may be determined and directed by the State of Illinois to be necessary to ensure the free flow of traffic and safety to the motoring public.

Section 3. The CITY CLERK is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated \_\_\_\_\_, 20\_\_\_\_ by and between the State of Illinois and the CITY OF ST. CHARLES.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES,  
COUNTY OF KANE, STATE OF ILLINOIS, this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_\_.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXHIBIT D  
ORDINANCE PROHIBITING THE DISCHARGE  
OF SANITARY AND INDUSTRIAL WASTE INTO  
ANY STORM SEWER OR DRAINAGE FACILITY  
CONSTRUCTED AS A PART OF THE  
FAP 307 - IL Route 64 IMPROVEMENT

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving approximately 19,014 lineal feet (3.60 miles) of IL Route 64, (FAP Route 307), STATE Section 130R-2, State Job Number: C-91-101-92, from east of Kirk Road easterly to west of IL Route 59 within the City limits of the CITY OF ST. CHARLES; and

WHEREAS, said project includes the installation of storm sewers, sanitary sewers, and drainage facilities; and

WHEREAS, a portion of the project runs through the CITY OF ST. CHARLES including the installation of storm drains and drainage facilities;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, COUNTY OF KANE, STATE OF ILLINOIS, as follows:

Section 1. No person, firm, corporation or other entity shall discharge any sanitary waste or industrial waste water into any storm sewer or drainage facility constructed as part of the IL Route 64, (FAP Route 307), STATE Section 130R-2, State Job Number: C-91-101-92, from east of Kirk Road easterly to west of IL Route 59 highway improvement, said limits of improvement which passes through the CITY OF ST. CHARLES.

Section 2. The CIYT CLERK of the CITY OF ST. CHARLES is authorized and directed to attach a copy of this Ordinance to the agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between the State of Illinois and the CITY OF ST. CHARLES relative to the improvement.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES,  
COUNTY OF KANE, STATE OF ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 20.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXHIBIT E  
ORDINANCE NO. \_\_\_\_\_  
AN ORDINANCE PROHIBITING ENCROACHMENTS  
WITHIN THE STATE OF ILLINOIS RIGHT OF  
WAY ALONG FAP 307 - IL Route 64

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving approximately 19,014 lineal feet (3.60 miles) of IL Route 64, (FAP Route 307), STATE Section 130R-2, State Job Number: C-91-101-92, from east of Kirk Road easterly to west of IL Route 59 in the CITY OF ST. CHARLES ; and

WHEREAS, said project is being constructed in order to facilitate the free flow of traffic and ensure safety to the motoring public; and

WHEREAS, a portion of said project passes through the CITY OF ST. CHARLES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, COUNTY OF KANE, STATE OF ILLINOIS, as follows:

Section 1. That no person, firm, corporation or other entity shall install, place, maintain or construct any structure that encroaches upon the State of Illinois right of way of IL Route 64, (FAP Route 307), STATE Section 130R-2, State Job Number: C-91-101-92, from east of Kirk Road easterly to west of IL Route 59 within the limits of the CITY OF ST. CHARLES.

Section 2. The CITY CLERK of the CITY OF ST. CHARLES is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between the State of Illinois and the CITY OF ST. CHARLES relative to the improvement of IL Route 64 (FAP 307).

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, COUNTY OF KANE, STATE OF ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 20.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

# EXHIBIT F

## EXHIBIT A (Revised)

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the City of St. Charles that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

As of 11/1/11

LOCATION		% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
IL 64 (North Av) @ Peck Rd.	(S/M)		100			100		STATE
IL 64 (North Av) @ 15th St.	(S/M)		100			100		STATE
IL 64 (North Av) @ 7th St.	(S/M)	50	50			100		STATE
IL 64 (North Av) @ 3rd St.	(S/M)	50	50		50	50		STATE
IL 64 (North Av) @ IL 31 (2nd St)	(S)	100			100			STATE
IL 64 (North Av) @ 1st St.	(ADT)	100			66 2/3	33 1/3		STATE
IL 64 (North Av) @ 1st Av.	(ADT)	100			50	50		STATE
IL 64 (North Av) @ IL 25 (5th Av)	(S)	100			100			STATE
IL 64 (North Av) @ 7th Av.	(ADT)	100			50	50		STATE
IL 25 @ Country Club Rd	(S/M)	50	50		50	50		STATE
IL 25 @ Illinois Av.	(S/M)	50	50		50	50		STATE
IL 31 @ Red Gate Rd.	(S/M)	66 2/3	33 1/3			100		STATE
IL 31 @ Illinois St.	(S/M)	50	50		50	50		STATE
IL 31 @ Prairie St	(S/M)	50	50		50	50		STATE
IL 38 @ Meijer	(PB)		100			100		STATE
IL 38 @ St Charles Mall	(PB)		100			100		STATE
IL 38 @ 14th St/Bricher Rd	(S/M)	50	25	25 Geneva	50	25	25 Geneva	STATE
IL 38 @ La Fox Rd	(S/KC)	100			100			STATE
IL 38 @ Peck Rd	(S/M)	100			100			STATE
IL 38 @ Randall Rd	(S/KC)	100			100			KANE
IL 64 (North Av) @ Randall	(S/KC)	100			100			KANE
IL 64 (North Av) @ Tyler Rd.	(S/M)	50	50		50	50		STATE
IL 64 (North Av) @ Dunham/Industrial Dr.	(S/KC/M)	50	50		50	50		STATE
IL 64 (North Av) @ Kirk Rd.	(S/M)	100			100			STATE
IL 64 (North Av) @ West Mall Dr.	(PB)		100			100		STATE
IL 64 (North Av) @ East Mall Dr.	(PB)		100			100		STATE
IL 64 (North Av) @ Foxfield Commons/Lakeside Dr	(PB)		100			100		STATE
IL 64 (North Av) @ Smith/Kautz	(ADT)	100			50	50		STATE
IL 64 (North Av) @ Pheasant Run	(PB)		100			100		STATE
IL 64 (North Av) @ Powis Rd.	(ADT)	100			75		25 West Chicago	STATE

(S) = State      (M) = Municipality      (PB) = Private Benefit      (KC) = Kane Co.      (ADT) = Average Daily Traffic > 35,000