

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
8/8/2017

SUBJECT:	SUBMITTED BY:
Amendment to Intergovernmental Agreement with the County of DuPage for Improvements to 55th Street (Clarendon Hills Rd to Dunham Rd)	Nan Newlon Director of Public Works

SYNOPSIS

A resolution has been prepared authorizing an amendment to an Intergovernmental Agreement (IGA) between the Village of Downers Grove and the County of DuPage for the design and construction of watermain improvements to be completed with the 55th Street from Clarendon Hills Road to Dunham Road project.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Exceptional Municipal Services*.

FISCAL IMPACT

Per the terms of the proposed intergovernmental agreement, the Village's contribution toward this project would increase to an estimated amount of \$762,642. The FY17 Budget includes \$1,000,000 in the Water Fund (Page 4-35, Line 21) for this project.

RECOMMENDATION

Approval on the August 8, 2017 consent agenda.

BACKGROUND

The Village and DuPage County entered into an IGA on May 8, 2012 for road improvement on 55th Street from Clarendon Hills Road to Dunham Road. The proposed amendment to the IGA will require the County to complete the watermain improvement work for the Village in the 55th Street corridor as part of the overall project. The Village will pay for this watermain improvement work.

The terms of the amended IGA include the final design, construction and resident engineering services for the watermain improvement project. The County's contractor will be required to meet all Village standards for design and construction.

The amendment also includes provisions for the Village's dedication of temporary easements and permanent properties necessary to construct the project (a requirement of the original IGA) and requires the County to relocate the Village signal on Main Street next to Fire Station #2. The Village will not be required to fund the signal relocation work. As the amendment involves the transfer of property by the Village, a $\frac{3}{4}$ vote of the Council is required pursuant to Section 2.36 of the Downers Grove Municipal Code.

The original IGA included the following elements:

- Intersection improvements at 55th Street and Main Street;
- Intersection improvements at 55th Street at Fairview Avenue;
- Resurfacing 55th Street from Dunham Road to Williams Street;
- Traffic signal interconnection from Dunham Road to Clarendon Hills Road; and
- Other necessary work.

ATTACHMENTS

Resolution

Amendment to Intergovernmental Agreement

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF A
FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF DOWNERS GROVE
FOR IMPROVEMENTS ALONG CH 35/55TH STREET
FROM DUNHAM ROAD TO CLARENDON HILLS ROAD
SECTION 11-00302-04-CH**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain First Amendment to the Intergovernmental Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and DuPage County (the "County") for the design and construction of watermain improvements to be completed with the 55th Street project (Clarendon Hills Road to Dunham Road), as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement. That the Village Attorney is authorized to execute the Quit Claim Deed and Grant of Easements and other documents related thereto.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF DOWNERS GROVE
FOR IMPROVEMENTS ALONG CH 35/55TH STREET
FROM DUNHAM ROAD TO CLARENDON HILLS ROAD
SECTION 11-00302-04-CH

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF DOWNERS GROVE, CH 35/55TH STREET (DUNHAM ROAD TO CLARENDON HILLS ROAD), SECTION 11-00302-04-CH dated June 12, 2012 (hereinafter referred to as the "FIRST AMENDMENT"), is entered into this _____ day of _____, 2017, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois, and the Village of Downers Grove (hereinafter referred to as "VILLAGE"), a municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois. The COUNTY and the VILLAGE are sometimes hereinafter individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY and the VILLAGE entered into an Intergovernmental Agreement Between the County of DuPage and the Village of Downers Grove for CH 35/55th Street (Dunham Road to Clarendon Hills Road), Section 11-00302-04-CH dated June 12, 2012, (hereinafter referred to as "AGREEMENT"); and

WHEREAS, the VILLAGE has subsequently asked the COUNTY to incorporate watermain improvements (hereinafter referred to as "WORK") as part of the improvement known as Section 11-00302-04-CH (hereinafter referred to as "PROJECT"); and

WHEREAS, the AGREEMENT must be amended to include the VILLAGE'S request to incorporate the WORK and revise and update the estimated PROJECT costs as well as other PROJECT related responsibilities subsequent to the AGREEMENT; and

WHEREAS, the COUNTY is willing to incorporate the WORK; and

WHEREAS, the COUNTY and VILLAGE are empowered to enter into this FIRST AMENDMENT pursuant to the authority granted in the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.,

the Local Government Property Transfer Act and in Article VII, Section 10, of the Illinois Constitution of 1970.

WHEREAS, the COUNTY has determined that the acquisition of right-of-way and temporary construction easements from the VILLAGE are required for the PROJECT as previously referenced in the AGREEMENT at no cost to the COUNTY; and

WHEREAS, the COUNTY has determined that the acquisition of property, including land in fee and temporary construction easements (LAND ACQUISITION), is necessary and required for this PROJECT and the COUNTY has, by Ordinance (ODT-_____), declared the need for said LAND ACQUISITION.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1. The foregoing recitals are incorporated herein by reference as though fully set forth.

2.0 AMENDMENT

2.1 That the WORK to be added to the PROJECT shall include, but is not limited to, the addition of watermain and valve replacements along 55th Street from Main Street to Florence Avenue, and other necessary and appurtenant work associated with the WORK.

2.2 The parties agree that this FIRST AMENDMENT shall serve in lieu of a separate DuPage County Division of Transportation permit for the VILLAGE's WORK. By execution of this FIRST AMENDMENT, the CITY agrees to be bound by the Highway Permit Conditions, attached hereto as Exhibit D and made a part hereof, and the DuPage County Highway Rights-of-Way Permit and Fee Ordinance (ODT-0001A-06) incorporated herein by reference and amended from time to time including all insurance requirements as they exist on the date of the execution of this FIRST AMENDMENT by the COUNTY.

2.3 The VILLAGE hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above

the VILLAGE property within the boundaries of the PROJECT and the WORK for the purpose of constructing the PROJECT and the WORK. The VILLAGE shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. Upon completion of the PROJECT and the WORK, the right-of-entry shall terminate.

- 2.4 Both the COUNTY and VILLAGE agree that the COUNTY shall administer the contract for the construction of the PROJECT. The COUNTY agrees to administer the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the VILLAGE regarding the progress of the WORK and any problems encountered or changes recommended.
- 2.5 The COUNTY has submitted the Pre-final Plans and Specifications for the PROJECT, including the WORK, to the VILLAGE for review. The COUNTY will correct any errors and address other reasonable comments prior to the submittal of Final Plans and Specifications to the VILLAGE.
- 2.6 The VILLAGE agrees, if necessary, to make arrangements for and issue permits for PROJECT required adjustments, relocations, modifications, etc. to utility facilities located within existing VILLAGE rights-of-way, and on proposed VILLAGE rights-of-way which are outside areas of COUNTY jurisdiction, which are in conflict with the PROJECT at no expense to the COUNTY.
- 2.7 The sign at the Fire Station at the northwest corner of 55th Street and Main Street is required to be relocated as part of the PROJECT. The sign will be relocated by the VILLAGE. The COUNTY agrees to credit the VILLAGE for the relocation of the sign at the Fire Station based on revised Exhibit A attached hereto and made a part hereof.
- 2.8 Simultaneously with the approval of this AMENDMENT, the VILLAGE shall grant to the COUNTY, at no cost to the COUNTY as referenced in the AGREEMENT, temporary construction easements attached hereto as Exhibit B and execute a Quit Claim Deed for right-of-way acquisition of VILLAGE owned property attached hereto as Exhibit C and incorporated herein.

- 2.9 The VILLAGE agrees to work collaboratively with the COUNTY to acquire property and/or easements from VILLAGE residents for the PROJECT.
- 2.10 The VILLAGE agrees to reimburse the COUNTY the actual cost for design engineering for the WORK which is estimated to be \$26,047.80 within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 2.11 The VILLAGE agrees to reimburse the COUNTY one hundred (100%) percent of the actual construction costs for the WORK, estimated to be \$678,722.00, and acknowledges that said WORK is not federally eligible for reimbursement. The COUNTY will not invoice the VILLAGE an amount above the estimate referenced in this paragraph and the additional construction engineering as referenced in paragraph 2.12 herein (\$746,594.00) until written approval is given by the VILLAGE.
- 2.12 The VILLAGE agrees to reimburse the COUNTY an additional ten (10%) percent of the actual final construction cost of the WORK for construction engineering.
- 2.13 The VILLAGE agrees to pay the COUNTY ninety (90%) percent of the estimated WORK cost upon award of the contract for the PROJECT based upon as-bid unit prices for the WORK. Upon completion of and acceptance of the WORK, not to be unreasonably withheld, and based upon the documentation of final costs and quantities, submitted by the COUNTY and a final invoice, the VILLAGE agrees to reimburse the COUNTY for the balance of the WORK cost and its share of construction engineering as referenced hereinabove within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 2.14 The COUNTY is relocating the VILLAGE's traffic signal at the Fire Station on Main Street as a PROJECT cost to the COUNTY. The VILLAGE acknowledges that upon completion of said relocation, the VILLAGE shall continue to own, operate and maintain said signal and shall provide and pay for all costs associated with the future routine maintenance of said signal.

2.15 The VILLAGE agrees that it will be responsible for all maintenance of that part of the PROJECT and/or WORK owned or under the jurisdiction of the VILLAGE and the COUNTY shall be responsible for all maintenance of that part of the PROJECT owned or under the jurisdiction of the COUNTY.

2.16 It is mutually agreed by and between the parties hereto that all covenants contained in the AGREEMENT which are not in conflict with this FIRST AMENDMENT shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this FIRST AMENDMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the date first above written.

COUNTY OF DU PAGE

VILLAGE OF DOWNERS GROVE

Daniel J. Cronin, Chairman
DuPage County Board

Martin T. Tully
Village of Downers Grove

ATTEST:

ATTEST:

Paul Hinds
County Clerk

April Holden
Village Clerk

CH 35/55TH STREET
(DUNHAM ROAD TO CLARENDON HILLS ROAD)

REVISED EXHIBIT A

ESTIMATED PROJECT COSTS AND FUNDING

DESCRIPTION	ESTIMATED TOTAL AMOUNT	CMAQ FUNDING (County Secured)	STP FUNDING (Village Secured)	HSIP FUNDING	COUNTY COST	VILLAGE COST
Phase I (preliminary engineering) (actua)	\$216,463.00				\$168,463.00	\$48,000.00
Phase II (design engineering)	\$818,000.00	366,000.00			\$452,000.00	
Land Acquisition	\$1,081,000.00	\$745,000.00			\$336,000.00	*
Construction (excluding Village Watermain	\$7,717,935.00	\$2,746,000.00	\$2,138,975.00	\$720,000.00	\$2,112,960.00	
Construction Engineering (excluding Village Watermain)	\$750,000.00	\$344,000.00			\$406,000.00	0
Village Watermain construction estimate, 100% Village cost	\$678,722.00					\$678,722.00
Village Watermain, construction engineering estimated at 10% of Watermain construction cost	\$67,872.00					\$67,872.00
Village Watermain design cost, 100% Village cost (actual)	\$26,047.80					\$26,047.80
Village <u>Credit</u> for relocation of sign at Fire Station on Main Street (agreed to amount)					\$10,000.00	(\$10,000.00)
	\$11,356,039.80	\$4,201,000.00	\$2,138,975.00	\$720,000.00	\$3,485,423.00	\$810,641.80

*Village shall donate any right-of-way or easements as may be required from Village owned property at no cost to the PROJECT/COUNTY.

QUIT-CLAIM DEED

(Municipality to County)

MAIL TO:

County of DuPage
c/o DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

NAME AND ADDRESS OF TAXPAYER:

County of DuPage
c/o DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

GRANTOR(S), **Village of Downers Grove an Illinois municipal corporation**, a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of TEN and NO/100 dollars (\$10.00), and other valuable consideration in hand paid, CONVEYS and QUIT-CLAIMS to

GRANTEE(S), the **County of DuPage, an Illinois body corporate and politic**, the following described Real Estate situated in the County of DuPage, in the State of Illinois, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE PART HEREOF.

Subject to general real estate taxes not due and payable at the time of closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the real estate.

Permanent Real Estate Index Number: 09-08-320-026 and 09-08-418-043

Address of Real Estate: 55th Street and Main Street, Downers Grove, IL 60515

DATED this ____ day of _____, 2017

Village of Downers Grove

By: _____

Attest: _____

EXHIBIT "B"

Page 1 Of 4

EXHIBIT "B"
Page 2 Of 4

Route : 55th Street
Section : 11-00302-04-CH
County : DuPage
Job No. : R-91-007-15
Parcel No.: 0004
Station : 34+66.56 to
37+57.90 (55th St)
Station : 200+46.61 to
203+48.46 Main St
P.I.N : 09-08-320-026

Parcel 0004

That part of the Southwest quarter of Section 8, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999750, described as follows:

That part of Downers Grove Fire Station No. 2 Consolidation Plat recorded June 28, 2007 as Document Number R2007- 120828, being a consolidation of Lots 1,2,3,4 and 5 in Branigar Brother's Main Street Addition to Downers Grove, a subdivision of part of Lot 30 in Assessor's Division of Sections 7 and 8, Township 38 North, Range 11, East of the Third Principal Meridian; Beginning at the Southeast corner of Lot one in said Downers Grove Fire Station No. 2 Consolidation; thence South 87 degrees 53 minutes 55 seconds West on the South line of said Lot one, 290.84 feet to the Southwest corner of said Lot one; thence North 01 degrees 35 minutes 36 seconds West on the East line of said Lot one, 5.00 feet; thence North 87 degrees 53 minutes 55 seconds East, 245.20 feet; thence North 49 degrees 16 minutes 41 seconds East, 42.82 feet; thence North 14 degrees 54 minutes 04 seconds West, 182.79 feet; thence North 75 degrees 24 minutes 44 seconds East, 3.00 feet; thence North 14 degrees 35 minutes 16 seconds West, 85.46 feet to the North line of said Lot 1 and the South line of Summit Street; thence North 88 degrees 23 minutes 44 seconds East, 3.08 feet to the Northeast corner of Lot 1 in said Downers Grove Fire Station No. 2 Consolidation; thence South 14 degrees 35 minutes 16 seconds East, 301.15 feet to the Point of Beginning;

Said parcel contains 0.078 acre, more or less.

EXHIBIT "B"

Page 3 Of 4

Route : 55th Street
Section : 11-00302-04-CH
County : DuPage
Job No. : R-91-007-15
Parcel No.: 0034
Station : 74+46.26 to
Station : 75+43.27
P.I.N : 09-08-418-043

Parcel 0034

That part of the Southeast quarter of Section 8, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999750, described as follows:

Being a part of Lot 25 (except the East 200.0 feet thereof), according to the Plat of Highland Acres, recorded July 22, 1912 as Document Number 108797; Beginning at the Southwest corner of said Lot 25; thence North 01 degrees 42 minutes 02 seconds West on the West line of said lot, 6.00 feet; thence North 88 degrees 19 minutes 58 seconds East, 96.25 feet to the West line of the East 200.0 feet of said Lot 25; thence South 01 degrees 37 minutes 55 seconds East on said West line of the East 200.0 feet, 6.00 feet to the South line of said Lot 25; thence South 88 degrees 19 minutes 58 seconds West, 96.25 feet to the Point of Beginning;

Said parcel contains 0.013 acre, more or less.

P.I.N. 09-08-320-026 and 09-08-418-043	
Parcel Parcel 4TE-A Parcel 4TE-B Parcel 34TE	County DuPage
Street Address 55 th Street and Main Street Downers Grove, Illinois 60515	
Section 11-00302-04-CH	
CH #35 55 th Street Intersection Improvements	

FOR RECORDER'S USE ONLY

GRANT OF TEMPORARY EASEMENTS

THIS INDENTURE WITNESSETH, That the Grantor, **Village of Downers Grove**, for and in consideration of Ten (\$10.00) Dollars, hereby represents that it owns the fee simple title to and grants the temporary right, easement and privilege to enter upon the following described land unto the **County of DuPage**, State of Illinois, Grantee, for the use of the County Division of Transportation, its employees, representative, agents, contractors and engineers, for the purpose of path construction and grading.

This easement shall be in effect for a period of two (2) years from the date of award of the construction contract or commencement of construction operations, whichever occurs later.

Said construction work to be completed as specified in the plans as prepared by said County Division of Transportation.

Said construction work to be done in a quality workmanlike manner and at the expense of the DuPage County Division of Transportation.

It is also agreed that the premises will be left in a neat and presentable condition.

P.I.N. 09-08-320-026 and 09-08-418-043	
Parcel Parcel 4TE-A Parcel 4TE-B Parcel 34TE	County DuPage
Street Address 55 th Street and Main Street Downers Grove, Illinois 60515	
Section 11-00302-04-CH	
CH #35 55 th Street Intersection Improvements	

FOR RECORDER'S USE ONLY

GRANT OF TEMPORARY EASEMENT

Dated this _____ day of _____ A.D., 2017.

VILLAGE OF DOWNERS GROVE

By: _____

Title: _____

Attest: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State, aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the _____ of the

Village of Downers Grove Illinois and _____ personally known to me to be the _____ of the Village of Downers Grove who are personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered said instrument pursuant to the authority given by the Downers Grove Village Board, as their free and voluntary act, and as the free and voluntary act and deed of said Board, as authorized by Resolution and as set forth in an Intergovernmental Agreement dated _____, 2017, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2017.

Notary Public

Commission expires _____

THIS DOCUMENT HAS BEEN PREPARED BY:
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

Route : 55th Street
Section : 11-00302-04-CH
County : DuPage
Job No. : R-91-007-15
Parcel No.: 0004TE-A
Station : 34+66.56 (55th St)
Station : 202+60 (Main St)
P.I.N : 09-08-320-026

Parcel 0004TE-A

That part of the Southwest quarter of Section 8, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999750, described as follows:

That part of Downers Grove Fire Station No. 2 Consolidation Plat recorded June 28, 2007 as Document Number R2007-120828, being a consolidation of Lots 1,2,3,4 and 5 in Branigar Brother's Main Street Addition to Downers Grove, a subdivision of part of Lot 30 in Assessor's Division of Sections 7 and 8, Township 38 North, Range 11, East of the Third Principal Meridian; Commencing at the Southwest corner of Lot one in said Downers Grove Fire Station No. 2 Consolidation; thence North 01 degrees 35 minutes 36 seconds West on the West line of said Lot 1, a distance of 5.00 feet to the Point of Beginning; thence continuing North 01 degrees 35 minutes 36 seconds West on said West line, 0.54 feet; thence North 88 degrees 21 minutes 42 seconds East, 12.44 feet; thence North 01 degrees 38 minutes 18 seconds West, 6.00 feet; thence North 88 degrees 21 minutes 42 seconds East, 56.00 feet; thence South 01 degrees 38 minutes 18 seconds East, 4.00 feet, thence North 88 degrees 21 minutes 42 seconds East, 135.00 feet, thence North 01 degrees 38 minutes 18 seconds West, 4.00 feet; thence North 88 degrees 21 minutes 42 seconds East, 43.00 feet; thence North 48 degrees 42 minutes 50 seconds East, 36.04 feet; thence North 14 degrees 35 minutes 16 seconds West, 78.29 feet; thence South 75 degrees 24 minutes 44 seconds West, 14.00 feet; thence North 14 degrees 35 minutes 16 seconds West, 100.00 feet; thence North 75 degrees 24 minutes 44 seconds East, 17.02 feet; thence South 14 degrees 54 minutes 04 seconds East, 179.79 feet; thence South 49 degrees 16 minutes 41 seconds West, 42.82 feet; thence South 87 degrees 53 minutes 55 seconds West, 245.20 feet to the Point of Beginning;

Said parcel contains 0.066 acre, more or less.

EXHIBIT "C"

Page 4 Of 6

Route : 55th Street
Section : 11-00302-04-CH
County : DuPage
Job No. : R-91-007-15
Parcel No.: 0004TE-B
Station : 202+63 to
Station : 203+48.46
P.I.N : 09-08-320-026

Parcel 0004TE-B

That part of the Southwest quarter of Section 8, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999750, described as follows:

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Said parcel contains 0.008 acre, more or less, or 344 square feet, more or less.

EXHIBIT "C"

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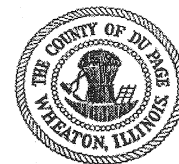
Route : 55th Street
Section : 11-00302-04-CH
County : DuPage
Job No. : R-91-007-15
Parcel No.: 0034TE
Station : 74+46.26 to
Station : 75+43.26
P.I.N : 09-08-418-043

Parcel 0034TE

That part of the Southeast quarter of Section 8, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999750, described as follows:

Being a part of Lot 25 (except the East 200.0 feet thereof), according to the Plat of Highland Acres, recorded July 22, 1912 as Document Number 108797; Commencing at the Southwest corner of said Lot 25; thence North 01 degrees 42 minutes 02 seconds West on the West line of said lot, 6.00 feet to the Point of Beginning; thence continuing North 01 degrees 42 minutes 02 seconds West on said West line, 1.00 feet; thence North 88 degrees 19 minutes 58 seconds East, 96.26 feet to the West line of the East 200.0 feet of said Lot 25; thence South 01 degrees 37 minutes 55 seconds East, on said West line of the East 200.0 feet, 1.0 feet; thence South 88 degrees 19 minutes 58 seconds West, 96.25 feet to the Point of Beginning;

Said parcel contains 0.002 acre, more or less, or 97 square feet, more or less.



DuPage County
DANIEL J. CRONIN
COUNTY BOARD CHAIRMAN

EXHIBIT D HIGHWAY PERMIT CONDITIONS

DIVISION OF TRANSPORTATION

(630) 407-6900

FACSIMILE (630) 407-6901

Permit Number:

Page 1 of 3

ATTACHMENTS TO PERMIT

1. Equipment and materials shall NOT be stored within the County's rights-of-way.
2. Existing sidewalk, curb/gutter and pavement disturbed or damaged due to the permitted work shall be replaced in kind as directed by the County Engineer, the duly authorized assign.
3. Pavement, curb/gutter and storm structures shall be maintained free of mud/debris at all times.
4. The Permittee, it's agent, successor, assign, and/or contractor shall furnish all material, labor, and pay all costs required to restore said County rights-of-way to a condition similar or equal to the conditions that existed before the commencement of the described work. It shall be the responsibility of the Permittee to properly grade, install a min. of 6" topsoil and seed (with erosion control blanket or hydro seeding) or sod (salt tolerant and staked in place) any portions of the rights-of-way disturbed during the described work.
5. Construction and erosion control measures shall comply with the minimum requirements of the "DuPage County Stormwater and Floodplain Ordinance" and any supplemental specifications made thereto.
6. The permitted improvements shall be located and constructed per the DuPage County standards and to the satisfaction of DuPage County Division of Transportation. The material used and method of construction shall comply with and conform to IDOT's "Standard Specifications for Road and Bridge Construction" (latest edition) and "Supplemental Specifications and Recurring Special Provisions" (latest edition).
7. The Permittee, it's agent, successor, assign, and/or contractor agrees to provide traffic control with advance warning signs, an arrow board and barricades conforming to the FHWA's "Manual on Uniform Traffic Control Devices" and IDOT's Highway Standards, "Standard Specifications for Road and Bridge Construction" (latest edition) and "Supplemental Specifications and Recurring Special Provisions" (latest edition) or as specified. The Permittee, it's agent, successor, assign, and/or contractor agrees to provide controlled flow of traffic at all times by approved detour or flag persons (with applicable warning signage) to minimize the inconvenience to traffic. Daily lane closures of County roadways are permitted Monday through Friday between 9:00 a.m. and 4:00 p.m. **ONLY**.
8. The Permittee, it's agent, successor, assign, and/or contractor assumes all risk and liability and agrees to defend, indemnify, and hold harmless the County of DuPage, its successors, assigns or employees, for any injury incurred to persons and/or damage to property in conjunction with and/or due to the permitted work/event.
9. The Permittee, it's agent, successor, assign, and/or contractor shall not trim, remove, or in any way disturb trees or shrubs along and/or within the highway or trail system rights-of-way without prior written approval by or from the DuPage County Division of Transportation.
10. The Permittee, it's agent, successor, assign, and/or contractor shall properly maintain all existing regulatory, warning and/or informational traffic control signage and/or devices along or within the DuPage County rights-of-way within the limits of the work covered under the permit and for the duration of said event permitted work/event. The DuPage County Division of Transportation shall be notified prior to construction and/or potential conflicts with existing signage due to the permitted construction. The Permittee, it's agent, successor, assign, and/or contractor furthermore shall reimburse the DuPage County Highway Maintenance Dept. for any relocation and/or replacement of, due to conflicts with and/or damage to, said signage, posts and/or equipment.
11. DuPage County reserves the right to make changes, additions and/or repairs to and relocations of, within its statutory limits, the facilities and/or their appurtenances constructed under this permit within the County rights-of-way as may at any time be considered necessary to permit the relocation, reconstruction, widening and/or maintaining of the highway, trail and/or path and/or to provide proper protection to life and property on or adjacent to the County rights-of-way. However, in the event this permit is granted to construct, locate, operate and/or maintain facilities on and/or within the County rights-of-way, the Permittee, it's agent, successor, assign, and/or contractor upon written notification from the County Engineer to the Permittee, shall perform such alterations or change of location of the facilities, solely at the permittee's cost as far as statutory authority dictates, without expense to DuPage County. Should the Permittee fail to make satisfactory arrangements to comply with said request within a reasonable time, DuPage County reserves the right to make such alterations to, change of location of and/or remove the facilities, and the Permittee, furthermore, shall pay for any costs incurred by DuPage County for said work.
12. The Permittee, it's agent, successor, assign, and/or contractor shall notify the DuPage County Division of Transportation a minimum of 48 hours prior to the start of construction, to arrange for any inspections and at the completion of the described work according to County procedures and/or policy.
13. The Permittee, it's agent, successor, assign and/or contractor shall contact J.U.L.I.E. (800)892-0123 for utility locations including storm sewer, traffic signals, conduit and related equipment, a minimum of 48 hours prior to the start of construction.
14. The Permittee, it's agent, successor, assign, and/or contractor agrees to reimburse the County for any costs incurred by DuPage County for any repair, relocation and/or adjustment to the traffic signals or related equipment that is in conflict with or is damaged due to the permitted work. All construction shall be coordinated with the County's Signal Coordinator. Contact the Division of Transportation with any questions pertaining to traffic signal related equipment at (630) 407-6900 a minimum of 48 hours prior to the start of construction to coordinate inspections.
15. The Permittee, it's agent, successor, assign, and/or contractor is required to contact the local agencies (including, but not limited to, municipal fire and police departments and the DuPage County Sheriff's Department) notifying them of all roadway construction or special event and traffic restrictions and/or temporary detours a minimum of 72 hours prior to the start of said construction/event.

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ATTACHMENTS TO PERMIT

Trench backfill for any excavation(s) shall be installed within the County rights-of-way per the attached County standard.

Open cutting of the roadway pavement is NOT permitted without the express written permission of the County Engineer or the duly authorized assign.

LANE CLOSURES ARE NOT PERMITTED ON COUNTY ROADWAYS DURING SNOWFALL OR WITHIN 2 HOURS PRIOR TO PREDICTED SNOWFALL OR PRECIPITATION CONDITIONS BETWEEN NOVEMBER 15 AND APRIL 15 FOR MAINTENANCE OF THE ROADWAY PAVEMENT BY COUNTY HIGHWAY MAINTENANCE DEPARTMENT STAFF AND EQUIPMENT.

The Permittee, it's agent, successor, assign, and/or contractor agrees to provide as-built 'Record Drawings' of all improvements within and 100' adjacent to the County's rights-of-way to the County in a digital format (compatible with the County's AutoCAD system) upon their completion.

The Permittee, it's agent, successor, assign, and/or contractor agrees to assume sole responsibility for the maintenance of and liability for the permitted installation/construction.

The Permittee, it's agent, successor, assign, and/or contractor agrees to adjust, modify, relocate or remove the permitted items within sixty- (60) days of receipt of written notification as directed by the County to the Permittee.

****This permit is perpetual and thus the conditions stated herein and attached to the permit are without expiration, regardless of release of the bond posted and/or permit and/or acceptance of the construction/installation as permitted.***

ATTACHMENTS TO PERMIT

