

RESOLUTION NO. R2024-27

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WARRENVILLE AND THE COUNTY OF DUPAGE REGARDING
THE MAINTENANCE AND OWNERSHIP OF CERTAIN PROPERTY**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and the County of DuPage ("**County**") is an Illinois body corporate and politic; and

WHEREAS, the City and the County are both public agencies under the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220 and are authorized to exercise their powers and duties in a cooperative manner among themselves as public agencies; and

WHEREAS, the City and the County desire to enter into an intergovernmental agreement ("**Agreement**") to transfer certain rights-of-way within the City from the County to the City, clarify the ownership of certain multi-use paths, and set forth the parties' respective maintenance responsibilities; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with the County;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Agreement. The Agreement with the County is hereby approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator.

SECTION 3: Execution. The Mayor and City Clerk are authorized and directed to execute the Agreement and transmit executed and sealed copies to the County.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Voting record and signature page follows]

PASSED THIS 20th day of May, 2024.

AYES: Aids: Wilkie, Barry Weidner, Lockett, Davolos, and Kruckenberg

NAYS: Aids: Augustynowicz and Aschauer

ABSENT: None

ABSTAIN: None

APPROVED THIS 20th day of May, 2024.

Signature on File

MAYOR

ATTEST:

Signature on File

CITY CLERK

EXHIBIT A
AGREEMENT

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND THE CITY OF WARRENVILLE
FOR TRANSFER OF JURISDICTION OF
CH 1/RIVER ROAD FROM WARRENVILLE ROAD
TO FERRY ROAD, AND
CH 32/WARRENVILLE ROAD
FROM WINFIELD ROAD TO RIVER ROAD
EXCEPT FOR THE WARRENVILLE ROAD BRIDGE OVER THE
WEST BRANCH OF THE DUPAGE RIVER
FROM THE COUNTY OF DU PAGE TO THE CITY OF WARRENVILLE
AND
ASSUMPTION OF ROUTINE MAINTENANCE ON
WARRENVILLE ROAD BRIDGE OVER THE
WEST BRANCH OF THE DUPAGE RIVER
AND
CLARIFYING THE OWNERSHIP AND MAINTENANCE RESPONSIBILITIES OVER
CERTAIN MULTI-USE PATHS

This intergovernmental agreement ("AGREEMENT") is entered into this ____ day of _____, 20____, between the County of DuPage (hereinafter the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 and the City of Warrenville, an Illinois home rule municipality (hereinafter the "CITY"), with offices at 3S258 Manning Avenue, Warrenville, Illinois 60555. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, CH 1/River Road from Warrenville Road to Ferry Road, in its entirety, and a segment of CH 32/Warrenville Road from Winfield Road to River Road that are collectively approximately 1.02 mi. in length (consisting of 2.53 lane miles), are currently a part of the County Highway System and under the jurisdiction of the COUNTY; and

WHEREAS, CH 1/River Road and said segment of CH 32/Warrenville Road no longer function as a County highway and primarily serve local traffic and access; and

WHEREAS, it is in the best interests of the COUNTY and the CITY to transfer jurisdiction of CH 1/River Road from Warrenville Road to Ferry Road, in its entirety, and said segment of CH 32/Warrenville Road from Winfield Road to River Road, except the bridge conveying Warrenville Road over the West

Branch of the DuPage River (hereinafter the "BRIDGE"), from the COUNTY to the CITY; and

WHEREAS, the COUNTY and the CITY desire to clarify ownership of and maintenance responsibility over certain multi-use paths located within the CITY; and

WHEREAS, the 1970 Illinois Constitution Art. VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.) authorize the COUNTY and CITY to cooperate in the transfers and agreed responsibilities enumerated in this AGREEMENT; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) and the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the above-stated preambles and the mutual covenants and promises hereinafter contained, the COUNTY and the CITY formally covenant, agree, and bind themselves as follows to wit:

1. **JURISDICTIONAL TRANSFER.** The COUNTY agrees to delete from the County Highway System and transfer jurisdiction, as is, and the CITY agrees to add to the CITY's system and accept jurisdiction, as is, of CH 1/River Road from Warrenville Road to the north edge of pavement of Ferry Road, in its entirety, that is approximately 0.80 mile in length, consisting of 1.67 line miles and CH 32/Warrenville Road from River Road to the west edge of pavement of Winfield Road exclusive of the BRIDGE, that is approximately 0.16 mile in length, consisting of 0.68 lane miles, including all existing roadway surface, sidewalks, paths, lighting, and related appurtenances, upon execution of this AGREEMENT by entering into the Local Agency Agreement for Jurisdictional Transfer (including map) as attached hereto as **Exhibit A** which is incorporated herein by reference.
2. **The Bridge.** For purposes of this AGREEMENT and future maintenance responsibilities, the BRIDGE, which is approximately 0.06 mile in length, consisting of 0.18 lane miles, will be defined as encompassing the concrete deck

area approximately 310 feet in length, inclusive of the sidepaths, walls, and railings.

3. Upon approval from the Illinois Department of Transportation transferring jurisdiction of said section of Warrenville Road and River Road, the CITY will pass an ordinance pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.001, et seq., declaring that it is necessary or convenient for the CITY to use, occupy or improve the road segment specified in this AGREEMENT, and the COUNTY then will pass a resolution authorizing the conveyance of the specified portions of Warrenville Road and River Road which it shall promptly transfer by Quit Claim Deed, at no cost to the CITY, only those interests that the COUNTY possesses in the above-referenced property without any warranty of title.

Additionally, in compliance with the Local Government Transfer Act, the CITY will grant to the COUNTY a permanent easement over those portions of the CITY right-of-way necessary to allow the COUNTY to access the BRIDGE, for inspection and maintenance activities.

4. **COMPENSATION FOR RIGHT-OF-WAY IMPROVEMENT WORK.** The COUNTY agrees to provide compensation to the CITY to pay for the future resurfacing of River Road from CH 3/Ferry Road to Warrenville Road, installing curb and gutter and a closed drainage system along the west side of River Road, and making any required repairs to existing sidewalks and accessible ramps, including related engineering and construction activities (hereinafter the "WORK"). The COUNTY and CITY mutually agree that the estimated cost for the WORK at the time of execution of this Agreement is **\$1,030,000.00** ("ESTIMATED COST of WORK"). Upon final approval from the Illinois Department of Transportation transferring jurisdiction as herein provided, the COUNTY agrees to pay the CITY, within sixty (60) days of an invoice dated no sooner than the later of said jurisdictional transfer date and December 1, 2024, a lump sum amount of 100% of the ESTIMATED COST of WORK.

Upon payment of the ESTIMATED COST of WORK by the COUNTY, the CITY shall be responsible for all permitting, engineering, and construction contracts and payments for, and the COUNTY will have no further financial responsibility for, the WORK. Any required land

acquisition, including direct costs, indirect costs, and fees, shall be the responsibility of the CITY.

5. FUTURE MAINTENANCE RESPONSIBILITIES

- a. The COUNTY has and will retain all maintenance, repair, or replacement responsibility for the BRIDGE, at its sole cost and expense, except as otherwise set forth in this Section 5 of this AGREEMENT.
- b. The CITY agrees, at its sole cost and expense, to provide snow and ice removal, litter removal, mowing, and street sweeping operations on and along Warrenville Road within the City's jurisdiction and over the BRIDGE. Said snow and ice removal operations by the CITY shall continue until such time as changes or modifications are made in writing by the parties per Section 9 herein below. Snow and ice removal operations are defined in the Illinois Department of Transportation's District 1 Snow and Ice Control Manual (most recent edition) incorporated herein by reference.
- c. The CITY, at its sole cost and expense, will be responsible for all pavement markings, roadway signage, traffic control devices, and lighting within of the portions of Warrenville Road and River Road jurisdictionally transferred pursuant to this Agreement and within the BRIDGE. The CITY agrees to maintain traffic control devices within the BRIDGE according to the latest version of the Manual on Uniform Traffic Control Devices adopted by the Illinois Department of Transportation, including future revisions and editions.
- d. The CITY will, at the CITY'S sole cost and expense, accept as-is, and be responsible for future ownership and maintenance of, the existing school zone flashers and the related hardware and equipment, located on River Road in the vicinity of Bower Elementary School. The CITY shall have the exclusive right to improve, remove, or replace the equipment, at the CITY's discretion. The COUNTY shall, at the time the transfer is completed, provide initial electrical maintenance support and locating services to provide the CITY's staff or contractor with knowledge of the system. The

COUNTY shall provide any available plans and maintenance records for the school zone flasher equipment.

- e. The COUNTY shall maintain permitting authority over the BRIDGE. The CITY agrees that any proposed improvements, other than the maintenance activities listed in this Agreement, shall not be constructed or permitted on the BRIDGE without express written permission from the COUNTY.
- f. The existing ownership and maintenance responsibilities of the traffic signal equipment and combination lighting, including operational settings and timings, at CH 3/Ferry Road and River Road and at CH 13/Winfield Road and Warrenville Road, shall remain with the COUNTY. Beginning on December 1 of the year in which this AGREEMENT is executed, the CITY agrees to pay the COUNTY 25% of the annual maintenance cost associated with each of these traffic signals within sixty (60) days after receipt of a proper invoice from the COUNTY. The CITY further agrees that, if in the future, it is determined by the COUNTY that either traffic signal requires modernization or reconstruction due to age, condition, or other reason determined to be necessary, or if the COUNTY improves CH 3/Ferry Road or CH 13/Winfield Road resulting in the need to modernize or reconstruct the traffic signals, the CITY will pay 25% of the cost to modernize, replace, reconstruct, or otherwise modify the traffic signal as necessary for the project, including, but not limited to costs for engineering, temporary traffic signals, and construction. The CITY agrees to reimburse the COUNTY for the CITY's share of all costs required to perform this work with payment to be made in accordance with the Illinois Local Government Prompt Payment Act.
- g. Through this AGREEMENT, the COUNTY waives any reimbursement of previously incurred costs for the bike path built and extended along the east side of River Road as part of the prior West Branch DuPage River Improvement project. The CITY will continue to own, operate, and maintain this bike path in its entirety and at its sole cost.

- h. The CITY will notify the COUNTY in writing if the CITY assesses that the BRIDGE requires maintenance that is outside of the CITY'S maintenance responsibilities as set forth in this AGREEMENT; provided, however, that the safety and condition of the BRIDGE is the COUNTY'S responsibility, as set forth in Subsection 7.j of this AGREEMENT, and the CITY'S willingness to notify the COUNTY of any maintenance requirements does not and will not interpreted to transfer any such responsibility from the COUNTY to the CITY.
- i. The COUNTY shall continue to own, operate, and maintain the BRIDGE except as otherwise defined in this AGREEMENT. The COUNTY shall retain responsibility to inspect the BRIDGE and report the BRIDGE's condition in accordance with state requirements.
- j. The CITY may enter into its own Highway Authority Benefits Agreement (hereinafter "HABA") for any properties adjacent to the roadways covered in this AGREEMENT. Any existing COUNTY HABAs solely inure to the benefit of the COUNTY and will not be transferred as part of this AGREEMENT.

6. MULTI-USE PATH SYSTEM.

- a. The COUNTY owns the multi-use paths depicted on the attached **Exhibit B** ("COUNTY PATHS").
- b. The COUNTY agrees to survey the COUNTY PATHS to ensure they are either within easements dedicated to the COUNTY or located on COUNTY-owned property by **December 31, 2025**. To the extent that the COUNTY PATHS are not located in an easement or on COUNTY-owned property, the COUNTY agrees to make a diligent and good faith effort to obtain from the private property owners sufficient easements or other acquisitions the COUNTY deems necessary for purpose of future COUNTY PATHS maintenance. The CITY agrees that it will assist the COUNTY in facilitating communication with applicable property owners and the Cantera Owners Association regard any necessary additional easements.
- c. The COUNTY agrees to resurface the COUNTY PATHS by the later of **December 31, 2026** or December 31 of the calendar year after all necessary easements have been

obtained; provided, however, that if the COUNTY is unable to obtain the necessary easements by December 31, 2027, it will resurface those portions of the COUNTY PATHS for which the COUNTY has sufficient property rights.

7. INDEMNIFICATION

- a. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
- i. The COUNTY and the CITY acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify CITY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the CITY, or any person or entity claiming a right through CITY, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.
- b. The CITY shall, to the extent permitted by law, indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or

related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.

- i. The COUNTY and the CITY acknowledge that the CITY has made no representations, assurances or guaranties regarding the CITY's or any successor's or assign's authority and legal capacity to indemnify the COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the CITY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through the COUNTY, or in the event of change in the laws of the State of Illinois governing the CITY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties' rights and obligations provided for therein.
- c. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove CITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- d. Nothing contained herein shall be construed as prohibiting the CITY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings

and actions brought against them. The CITY's participation in its defense shall not remove COUNTY'S duty to indemnify, defend, and hold the CITY harmless, as set forth above.

e. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.

8. This document shall be a final embodiment of the AGREEMENT by and between the COUNTY and the CITY. No oral changes or modifications of this AGREEMENT shall be permitted or allowed. Changes or modifications to this AGREEMENT shall be made only in writing and upon the necessary and proper signature of the COUNTY and the CITY.
9. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Circuit Court for DuPage County.
10. In the event that any provisions of this AGREEMENT shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions hereto.
11. This AGREEMENT shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

Dated at Wheaton, Illinois, this _____ day of _____, 20____.

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek, County Clerk

Dated at WARRENVILLE, Illinois, this 23rd day of May, 2024.

Signature on File

David Brummett, Mayor
CITY of WARRENVILLE

ATTEST:

Signature on File

Julie Clark, Clerk
CITY of WARRENVILLE





Exhibit A

Jurisdictional Transfer Agreement
(Local Public Agency to Local Public Agency)**CONVEYOR**

Local Public Agency No. 1

County of DuPage

LPA Type

County

County

DuPage

RECIPIENT

Local Public Agency No. 2

City of Warrenville

LPA Type

County

Municipality

DuPage

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Public Agency No. 1 hereinafter referred to as "Conveyor" and the above Local Public Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Road Name

River Road

Route(s)

CH 1

Length (miles)

0.8

Key Route(s) Information

022 91481 000000

Termini

Ferry Road (CH 3) to Warrenville Road (CH 32)

This transfer ☐ does not ☐ does include NBIS Structure No(s) N/A**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 thereof a copy a location map as Addendum No. 1 and an original of the resolution as an Addendum, and

Include For Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of 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 thereof a copy of a location map as Addendum No. 1 and an original of the ordinance as an Addendum, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective (check one):

☒ Upon IDOT approval ☐ calendar days after ☐ other 21 cal. days after IDOT approval**Attachments**

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

☒ Location Map (Addendum No. 1)☐☒ Ordinance/Resolution (Addendum No. 2)☐

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inures to the benefit of the parties hereto, their successor and assigns.

Signatures**APPROVED BY CONVEYOR**

Name of Local Public Agency Official

Deborah A. Conroy

Title

Chair, DuPage County Board

Local Public Agency Official Signature & Date

APPROVED BY RECIPIENT

Name of Local Public Agency Official

David Brummel

Title

Mayor

Local Public Agency Official Signature & Date

Signature on File

5/23/24

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPROVED

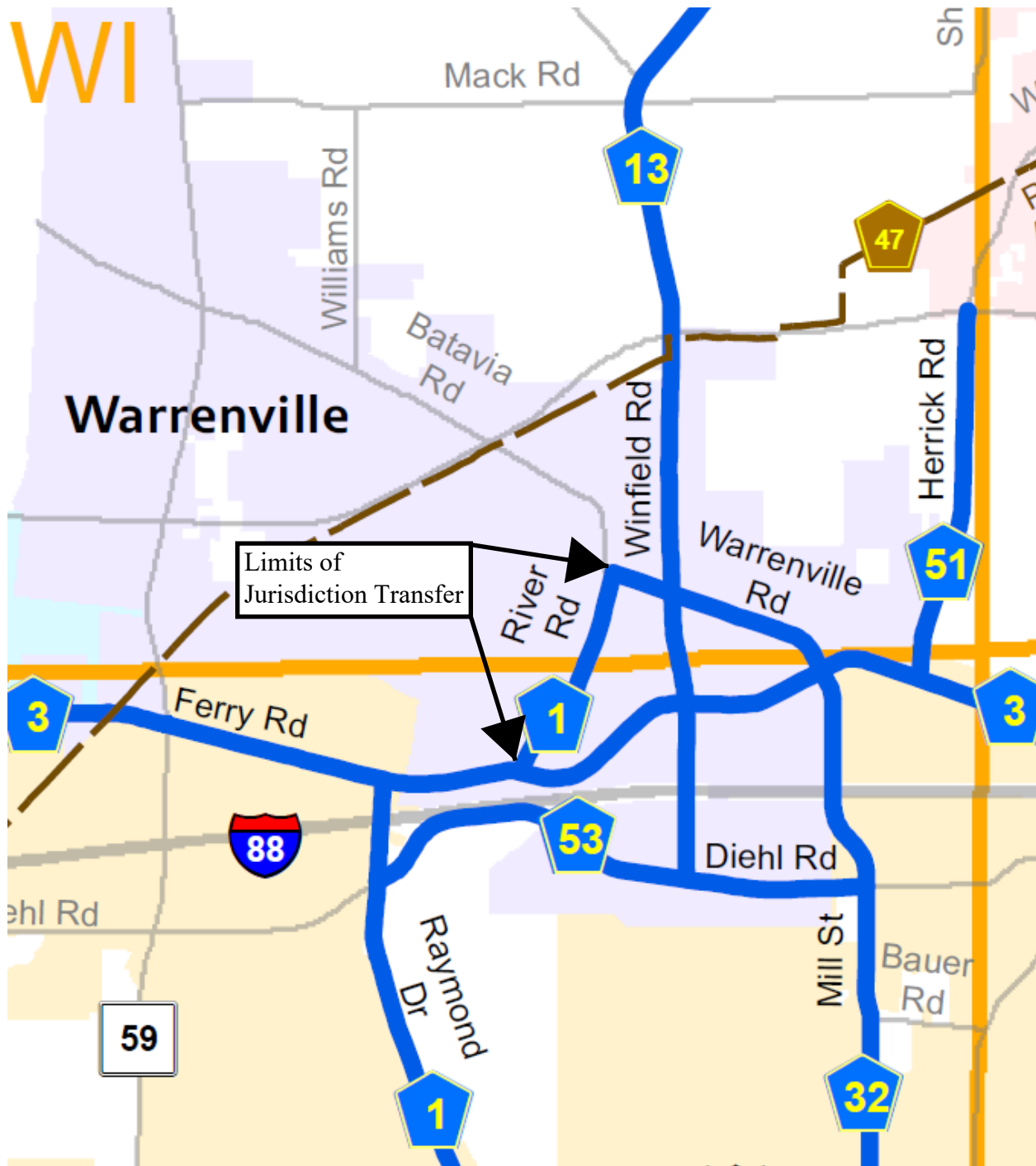
Director

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Office of Highways Project Implementation Signature & Date

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Addendum No. 1
Location Map
Jurisdictional Transfer
DuPage County to City of Warrenville
River Road
From Warrenville Road southerly to Ferry Road





CONVEYOR

Local Public Agency No. 1

County of DuPage

LPA Type

County

County

DuPage

RECIPIENT

Local Public Agency No. 2

City of Warrenville

LPA Type

County

Municipality

DuPage

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Public Agency No. 1 hereinafter referred to as "Conveyor" and the above Local Public Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Road Name

Warrenville Road

Route(s)

CH 32

Length (miles)

0.16

Key Route(s) Information

022 91479 000000

Termini

Winfield Road (CH 13) to River Road (CH 1) except the Warrenville Road Bridge over W Branch DuPage River.

This transfer ☒ does not ☐ does include NBIS Structure No(s). 022-3045

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 thereof a copy a location map as Addendum No. 1 and an original of the resolution as an Addendum, and

Include For Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of 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 thereof a copy of a location map as Addendum No. 1 and an original of the ordinance as an Addendum, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective (check one):

☒ Upon IDOT approval ☐ calendar days after ☐ other 21 cal. days after IDOT approval

Attachments

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

☒ Location Map (Addendum No. 1)

☐

☒ Ordinance/Resolution (Addendum No. 2)

☐

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inures to the benefit of the parties hereto, their successor and assigns.

Signatures

APPROVED BY CONVEYOR

Name of Local Public Agency Official

Deborah A. Conroy

Title

Chair, DuPage County Board

Local Public Agency Official Signature & Date

APPROVED BY RECIPIENT

Name of Local Public Agency Official

David Brummel

Title

Mayor

Local Public Agency Official Signature & Date

Signature on File

15-26-24

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPROVED

Director

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Office of Highways Project Implementation Signature & Date

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Addendum No. 1

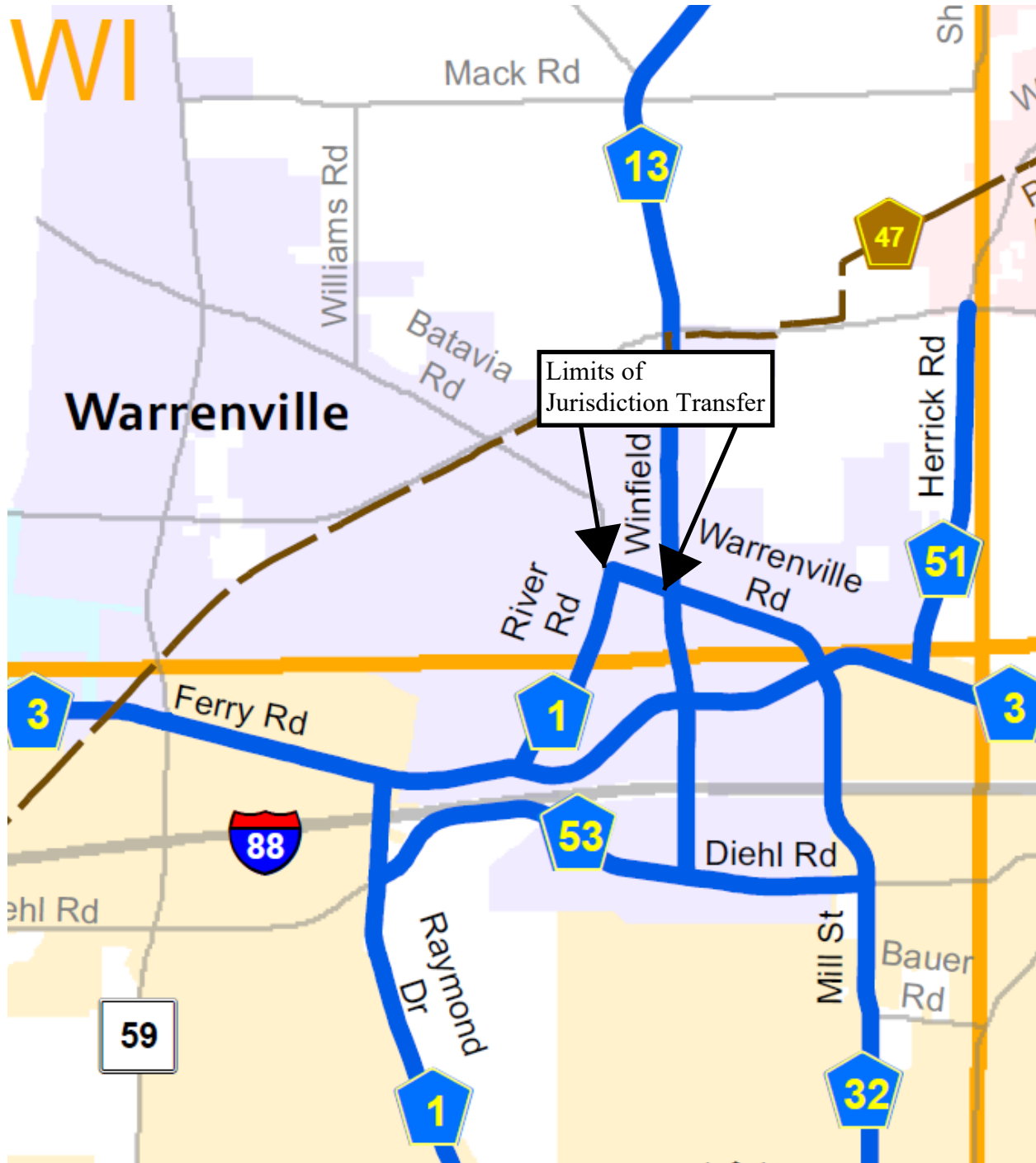
Location Map

Jurisdictional Transfer

DuPage County to City of Warrenville

Warrenville Road

From River Road easterly to Winfield Road (does **not** include bridge)



BLR 05212 Instructions

This form shall be used when a Local Public Agency (LPA) and the State of Illinois desire a jurisdictional transfer of a roadway. For more information see Chapter 5 of the Bureau of Local Roads and Street Manual (BLRS Manual). For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Conveyor

Local Public Agency No. 1 Insert the name of LPA who is the conveyor for the jurisdictional transfer

LPA Type Select LPA Type of the Conveyor (i.e. County, Municipal, Township/Road District)

County Insert the name of the county in which the LPA is located.

Recipient

Local Public Agency No. 2 Insert the name of LPA who is the recipient for the jurisdictional transfer

LPA Type Select LPA Type of the Recipient (i.e. County, Municipal, Township/Road District)

County Insert the name of the county in which the LPA is located.

Location Description

Local Name Insert the local(common) name of the roadway involved in the transfer.

Route Insert the route number of the roadway involved in the transfer.

Length Insert the length of the transfer in miles to the nearest hundredth.

Key Route Information Insert the key route(s) information of the roadway involved in the transfer. This information will need to be obtained from the Department of Transportation. It will be a 14 digit code.

Termini Insert the beginning and ending termini of the transfer. When describing the limits of the jurisdictional transfer the wording of the termini description should be consistent between the agreement itself and any ordinances, or resolutions that may be included with the agreement. If not enough room insert page.

Structure Transfer Check the appropriate box as to the status of the transfer of any structures located within termini of the roadway transfer. List structures on the line provided. If no structure exists then insert N/A on the line. **Any structure not specifically excluded is considered part of the jurisdictional transfer. The number must be the NBIS number.** If there is not enough room to list all NBIS structures, then attach list of structures on a separate piece of paper as an addendum.

Effective Jurisdictional

Transfer Date Check the appropriate box as to when the jurisdictional transfer will become effective. For a number of calendar days transfer insert the number of calendar days and the date after. For other check the box and insert when effective, example upon final acceptance.

Attachments: Attach as required a location map of the jurisdictional transfer as Addendum No.1, and if required a resolution or ordinance as Addendum No. 2, along with any other required attachments. All attachments must be legible and in black and white.

Signatures

Local Public Agency (Conveyor) The LPA shall insert their name, title then sign and date.

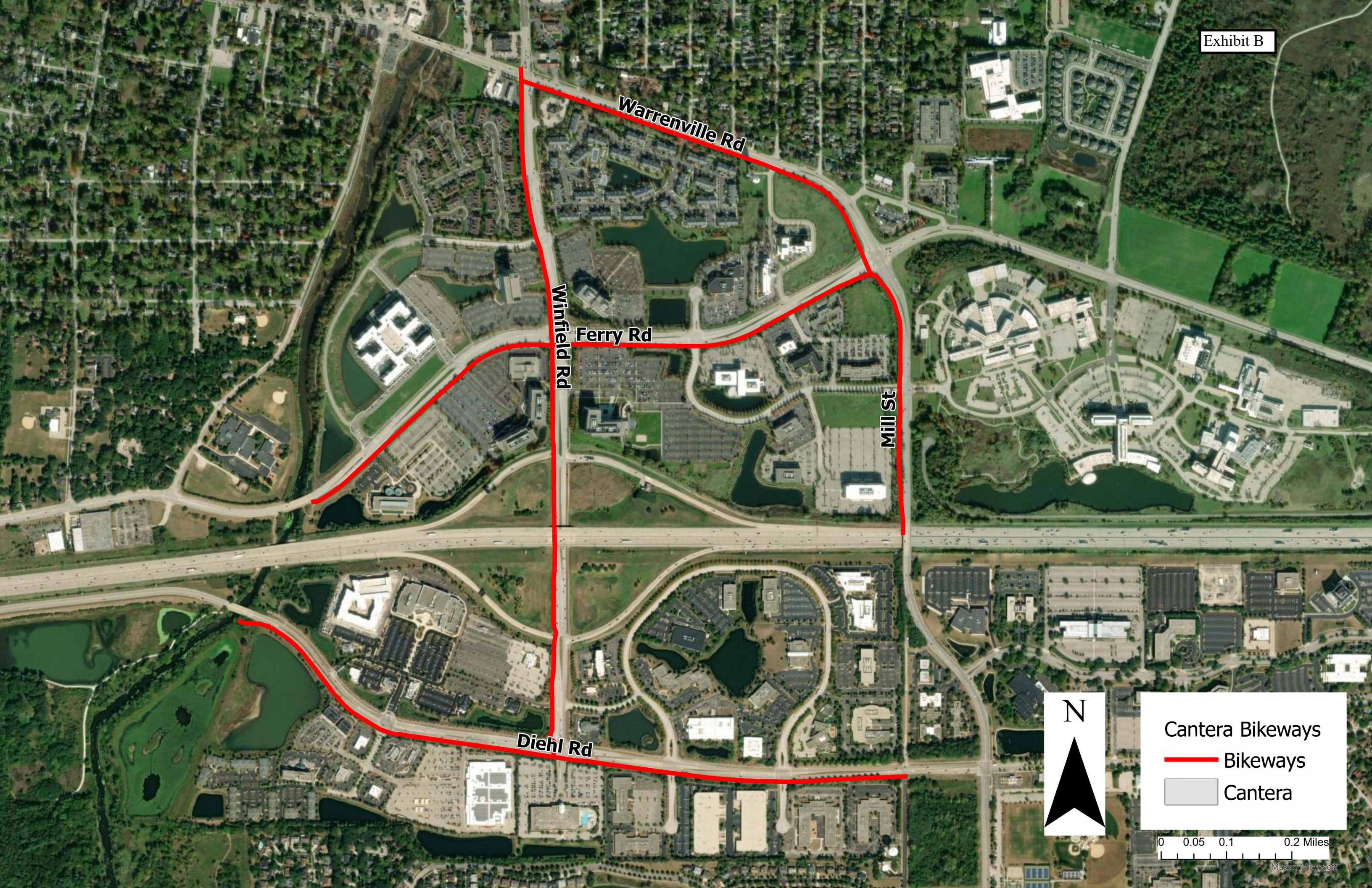
Local Public Agency (Recipient) The LPA shall insert their name, title then sign and date.

State of Illinois Upon approval the Department of Transportation shall sign and date here.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.

Following the IDOT's Approval, distribution will be as follows:

Local Public Agency Clerk (one for each LPA)
District File (Electronically after execution)
Bureau of Local Roads and Streets Central Office
Bureau of Operations District Office (Electronically after execution)
District Roadway Inventory (Electronically after execution)



Cantera Bikeways
— Bikeways
Cantera

0 0.05 0.1 0.2 Miles