

RESOLUTION 2019-074

PASSED: APRIL 22, 2019

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE DEKALB TOWNSHIP ROAD DISTRICT FOR BUS SHELTERS.

WHEREAS, the City of DeKalb is a home-rule municipality with the power and authority conferred thereupon by virtue of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, the City wishes to install a bus shelter within right of way owned and maintained by the DeKalb Township Road District and seeks approval of an intergovernmental agreement providing for the installation and maintenance of the same;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City Council hereby authorizes the Mayor to execute an intergovernmental agreement relating to the installation and maintenance of bus shelters on property and rights of way owned or maintained by the DeKalb Township and/or DeKalb Township Road District, substantially in the format attached hereto as Exhibit A, subject to such revisions as shall be acceptable to the Mayor with the recommendation of City staff.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 22nd day of April 2019 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Stuepegia, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:


LYNN A. FAZEKAS, City Clerk


JERRY SMITH, Mayor



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DEKALB AND DEKALB TOWNSHIP ROAD DISTRICT
ROAD FOR BUS SHELTERS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made as of the 22nd day of April 2019 (the “Effective Date”), by and between the CITY OF DEKALB, (the “City”), an Illinois municipal corporation, and the DEKALB TOWNSHIP ROAD DISTRICT, (the “Road District”), a body politic and corporate of DeKalb County, Illinois.

RECITALS

WHEREAS, the City and the Road District are public agencies and enabled with certain authority under the laws of the State of Illinois, including the authority to enter into intergovernmental agreements pursuant to 5 ILCS 220, et seq and Article VII, Section 10 of the Constitution of the State of Illinois, for the mutual assistance and well-being of the citizens therein; and

WHEREAS, the City and the Road District wish to cooperate on the installation of a bus shelter, concrete pad and trash receptacle (the “Facility”) within the Road District right-of-way of Health Services Drive; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and with the foregoing recitals being incorporated herein and made a part hereof, the parties agree as follows:

SECTION 1

A. City’s Responsibilities

1. The City shall complete, at its own costs or through grant funds, all surveying, design engineering, construction and inspection for the Facility on Health Services Drive.
2. The City shall provide the Road District a copy of the plan for the Facility for review and comment.
3. Except as provided in Section 1(B)(6) below, the City shall construct all components of the bus shelter, including the concrete pad, and ADA ramps in accordance with the latest ADA and PROWAG standards. The City shall be responsible for all such compliance and obtaining all necessary permits.
4. The City shall provide notice to the Road District prior to the commencement of the construction of the bus shelter and shall not commence construction until any appropriate traffic control requirements deemed necessary by the Highway Commissioner are in place. The City shall immediately notify the Road District Highway Commissioner of any damage to the right-of-way (e.g., road surface, shoulder and/or drainage structures) during construction, shall provide or pay for any related repairs, and shall be responsible for all necessary clean up during and after the conclusion of construction.
5. The City shall maintain and repair, at its own cost or through DSATS, the Facility. Maintenance shall include, but not be limited to, snow and trash removal. The City agrees

to provide the Road District reasonable notice of any planned maintenance and/or repairs of the Facility in order to assess the needs for any appropriate traffic control requirements.

Contact Information for Maintenance

Name: Marcus Cox

Address: 200 S. Fourth St. DeKalb, IL 60115

Phone Number: 815-748-2370

6. The City shall adequately insure the Facility against all claims which may arise in any way related to the Facility. The City shall provide certificates of insurance to the Road District in order to prove that the City has obtained and maintains such coverage, if requested, and shall name the DeKalb Township Road District as an additional insured to any relevant policy(ies). The City's insurance, as it applies to the Road District, is to be considered primary insurance and any insurance maintained by the Road District is considered in excess over, and non-contributory with, the insurance provided by the City.
7. Prior to any use operation of the Facility, the City shall remove to Road District's satisfaction the existing shelter adjacent to the Facility. This work shall be completed within thirty (30) days of completion of the Facility, and shall include all appurtenances such as, but not limited to, concrete removal, curb repair, and lawn restoration.

B. Road District's Responsibilities

1. The Road District agrees to the placement of the Facility at a mutually agreed upon site within the Road District right-of-way of Health Services Drive.
2. The Road District agrees to provide the City reasonable notice of any needed maintenance or repair needs of the Facility it discovers but is under no affirmative obligation to regularly inspect the Facility.
3. The Road District agrees to allow the City or their acting agent access to maintain and repair the facility consistent with the terms of this Agreement.
4. Should the Road District or any party acting as its agent damage the Facility the Road District shall provide notice to the City of such damage and shall provide or pay for reasonable repairs to the Facility at its own cost.
5. Should the Road District require removal of the Facility (or portion thereof) to provide repairs to Road District right-of-way, the Road District agrees to provide reasonable notice to the City requesting its removal. Should the City not be able to remove the Facility (or portion thereof) in the timeframe allotted, the Road District agrees to remove then replace the Facility (or portion thereof at issue) at the conclusion of such repairs. The Road District shall provide or pay for such replacement repairs to the Facility (or portion thereof) at its own cost.
6. The Road District previously planned to construct a sidewalk in the area around the facility. In the spirit of this agreement, the Road District will construct the sidewalk as planned as well as programmed, ADA compliant pedestrian access to the facility within one (1) year of this Agreement. If the Road District is unable to complete such access within that time frame, the Road District shall allow the City to install such access as needed to

accommodate minimum ADA standards. In no event shall the Road District be responsible for any future maintenance or any other, future obligations for ADA compliance regarding the Facility.

SECTION 2

- A. Term. This Agreement shall remain in effect for twenty (20) years from the Effective Date of the Agreement. Except as otherwise provided, the Agreement will automatically renew each year thereafter until both parties agree to the termination of the Agreement in writing. However, the parties further agree this Agreement shall be reviewed by the parties annually at which time they will evaluate this Agreement in its entirety for the overall continued benefit for both parties.
- B. Remedies. Upon violation of any of the terms of this Agreement that is not cured within 30 days of written notice thereof from one party to another, the aggrieved party or parties shall have all rights and remedies afforded to it under the law, including the termination of this Agreement.
- C. Amendments. This Agreement may be amended, but only in writing, and said writing shall be executed by the parties by their duly authorized representative(s).
- D. Severability. If any term of provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and enforced to the fullest extent permitted by law.
- E. Notices. All notices, approvals, demands and other documents required or permitted under this Agreement, other than routine communication necessary for the day-to-day operation of this facility, shall be deemed properly given if hand delivered or sent by United States mail, postage prepaid, to the following:

AS TO THE CITY:

City Manager
200 South Fourth Street
DeKalb, IL 60115

WITH A COPY TO:

City Attorney
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115

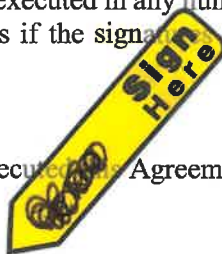
AS TO THE ROAD DISTRICT:

Highway Commissioner
DeKalb Township Road District
2323 S. Fourth Street
DeKalb, IL

WITH A COPY TO:

John M. Redlingshafer
Mescher, Rinehart & Redlingshafer, P.C.
108 S. Wood Street
Washington, IL 61571

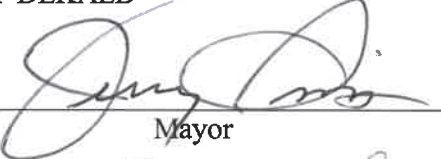
- F. Indemnification and Hold Harmless. City agrees that it will, at all times after the Effective Date, hold harmless and indemnify the Road District, its officers and agents from and against any and all suits, demands, losses, costs, claims, liabilities, expenses, tax liabilities and damages, including but not limited to, injury to, or death of, any person or damage to property of any kind by whomever owned, litigation expenses, attorneys' fees, and all other liabilities, arising from or related to the Facility, including acts or omissions related to the City's obligations under this Agreement. The Road District agrees that it will, at all times after the Effective Date, hold harmless and indemnify the City, its officers and agents from and against any and all suits, demands, losses, costs, claims, liabilities, expenses, tax liabilities and damages, including but not limited to, injury to, or death of, any person or damage to property of any kind by whomever owned, litigation expenses, attorneys' fees, and all other liabilities, arising from or related to the Road District's operation of its right-of-way (excluding that portion containing and anyway related to the Facility), and acts or omissions related to its obligations under this Agreement.
- G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- H. Waiver. This waiver of any term or provision of this Agreement shall not constitute a waiver of any other term or provision of this Agreement, nor shall the right to require any enforcement of any term or provision of this Agreement be permanently waived, if a continuing breach of any such term or provision arises.
- I. Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the main effect as if the signature hereto and hereto were upon the same instrument.

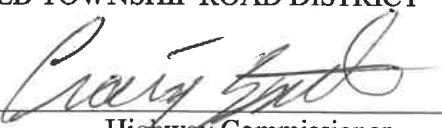



IN WITNESS WHEREOF, the parties have executed this Agreement on the date above first written.

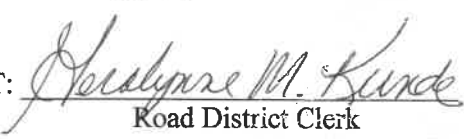
CITY OF DEKALB

DEKALB TOWNSHIP ROAD DISTRICT

BY: 
Mayor

BY: 
Highway Commissioner

ATTEST: 
City Clerk

ATTEST: 
Road District Clerk

