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APR 26 2016

Andy Goleman  
SANGAMON COUNTY AUDITOR

RESOLUTION 10-1

**WHEREAS**, the Illinois Department of Transportation (IDOT) is in the process of developing a high speed rail corridor between Chicago, Illinois and St. Louis, Missouri, which will require high speed passenger trains to travel through and stop in Sangamon County; and

**WHEREAS**, pursuant to a prior Intergovernmental Cooperation Agreement between Sangamon County (the County), the City of Springfield (the City) and IDOT, dated December 2, 2009, the City agreed to conduct, the County agreed to participate in and IDOT agreed to fund the preparation of an environmental impact statement to study the potential consolidation of rail traffic in the City, known as the Springfield Rail Improvement Project Tier 2 Evaluation (Project EIS); and

**WHEREAS**, the Project EIS, which recommended consolidation of freight and passenger rail on the Tenth Street Rail Corridor in Springfield, was submitted to the Federal Railroad Administration (FRA) in October 2012, which subsequently approved the Project EIS recommendation; and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (ILCS 5-220/1 *et seq.*) provide that units of government may contract or otherwise associate among themselves to obtain or share services; and

**WHEREAS**, the County, City and IDOT seek to enter into an additional Intergovernmental Cooperation Agreement for construction of the Tenth Street Rail Corridor and for certain Third Street Rail Corridor improvements; and

**WHEREAS**, such Intergovernmental Cooperation Agreement shall establish a schedule and cost responsibility for the construction of the Tenth Street Rail Corridor, provide funding for the corridor from the State of Illinois and pledge cooperation to secure additional other funding sources, including federal funds; and

**WHEREAS**, it is in the best interests of the County to enter into such an Intergovernmental Cooperation Agreement with the City and IDOT; and

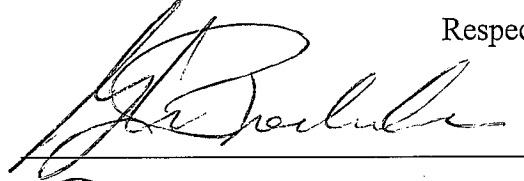
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APR 27 2016

*Don J. Gray*  
Sangamon County Clerk

NOW, THEREFORE BE IT RESOLVED, by the County Board of Sangamon County, in session this 10<sup>th</sup> day of May, 2016, that the County Board hereby authorizes the County Board Chairman to sign, on behalf of the County, an intergovernmental cooperation agreement with the Illinois Department of Transportation and the City of Springfield for construction of the Tenth Street Rail Corridor and for certain Third Street Rail Corridor improvements.

Respectfully Submitted,



Sam Montalbano



Greg [unclear]

Cathy Scife

[unclear]

Lou Williams

T Smith

Wes Beards

Rose [unclear]

J. A. [unclear]

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR CONSTRUCTION OF  
THE TENTH STREET RAIL CORRIDOR AND CERTAIN THIRD STREET RAIL  
CORRIDOR IMPROVEMENTS BETWEEN THE ILLINOIS DEPARTMENT OF  
TRANSPORTATION, THE CITY OF SPRINGFIELD AND SANGAMON COUNTY**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_, A.D. 2016, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, between the STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION hereinafter called IDOT, the CITY OF SPRINGFIELD, ILLINOIS, hereinafter called the City, and the COUNTY OF SANGAMON, State of Illinois, hereinafter called the County.

**RECITALS**

A. WHEREAS, the City, County and IDOT have been working together on the planning, development and construction required to consolidate two major rail corridors in Springfield into one rail corridor commonly known as the Tenth Street Rail Corridor as described as Alternative 2A in the Tier 2 Record of Decision for the Springfield Rail Improvements Project issued by FRA on December 18, 2012. The purpose of this Agreement is to reflect the parties' commitments to staged funding, development and completion of the Tenth Street Rail Corridor. The corridors are briefly described below.

B. WHEREAS, the Norfolk Southern Railway Company ("NS") operates its tracks along Tenth Street in Springfield. The NS existing tracks, together with the right of way and tracks required to carry the Union Pacific Railroad's ("UP") expanded freight operations, Amtrak passenger trains and the high speed rail trains, extending from Sangamon Avenue on the north to Stanford Avenue on the south, are referred to hereafter as the "Tenth Street Rail Corridor."

C. WHEREAS, the UP currently operates its freight trains and Amtrak operates passenger trains on the UP's existing track along Third Street in Springfield, Illinois extending

from Sangamon Avenue on the north to Stanford Avenue on the south, and is referred to hereafter as the "Third Street Rail Corridor."

D. WHEREAS, this Agreement contemplates that, subject to available funding, the parties will work to consolidate all passenger and UP and NS freight traffic through Springfield to the Tenth Street Rail Corridor by December 31, 2026. In the interim, UP freight and Amtrak passenger trains, including HSR service, will operate on the Third Street Rail Corridor.

E. WHEREAS, certain improvements on the Third Street Rail Corridor are required to enable trains on that corridor to travel up to 40 miles per hour to achieve the reduced travel times to which IDOT has committed as part of its federal High Speed Rail grant agreements, and this Agreement includes cooperative provisions designed to enable IDOT to meet its goals and commitments.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

#### AGREEMENT

1. The foregoing Recitals are incorporated and restated as part of this Agreement.
2. The Tenth Street Rail Corridor shall be constructed in usable segments. Usable Segment I, the Carpenter Street underpass, is under construction and will be completed in 2016.
3. The parties have agreed to the following schedule and cost responsibility for Usable Segment II (the Laurel and Ash Street underpasses and associated trackwork) and Usable Segment III (the Madison and Jefferson Street underpasses and associated trackwork).

A. Except as provided herein, IDOT will provide the following funding in Fiscal Year 2018, contingent upon a capital bill. However, IDOT retains the right to program the project (or its components) at IDOT's discretion during Fiscal

Year 2019 depending on funding, project-readiness or other reasons. If a capital bill is not entered into law in FY2018, then IDOT will provide the following funding in the first or second fiscal year following enactment of a capital bill into law.

|                       |                              |
|-----------------------|------------------------------|
| \$28.00 million       | Usable Segment II            |
| <u>\$2.80 million</u> | Design of Usable Segment III |
| \$30.80 million       | Total                        |

Of this amount, and as an exception to the timing provided above, \$6.00 million will be provided to the City in FY 2017 for land acquisition. The funding to complete Usable Segment II is set forth on the attached Exhibit A.

B. IDOT will provide \$40 million in the following multi-year programs contingent upon the passage of a capital bill for construction, utility relocation and construction engineering for Usable Segment III:

|                        |   |
|------------------------|---|
| \$20.00 million        | Madison Street (FY 2019-2024 program)   |
| <u>\$20.00 million</u> | Jefferson Street (FY 2020-2025 program) |
| \$40.00 million        | Total                                   |

The City will be responsible for land acquisition costs and the balance of the funding to complete Usable Segment III.

C. Upon agreement of the City and IDOT, the Usable Segment projects described above can be performed in different multi-year programs, and in different order, with the understanding that, subject to the availability of funding, the above-described work will be completed by December 31, 2026.

4. IDOT will work in good faith with the City to secure funding from federal or other sources or as part of future state transportation capital bills which allocate funds to the Tenth Street Corridor to complete all or a portion of the remaining usable segments of the Tenth Street Rail Corridor, or to cover unexpected short falls in State funding for Useable Segments II and III. A list identifying each segment of the Tenth Street Rail Corridor is attached as Exhibit B. Subject to the availability of funding, all segments of the Tenth Street Corridor shall be completed by 2026.

5. The following components and improvements will be included in an Illinois Commerce Commission (ICC) petition filed by IDOT and supported by the City and County to enable Amtrak and Union Pacific trains to operate at speeds up to 40 miles per hour on the Third Street Rail Corridor.

A. A fence of less than six feet tall along railroad right-of-way (pedestrian safety improvement) at locations previously agreed to by the City, IDOT, and the ICC. The fence shall not include or require a concrete barrier component.

B. Any gate design shall not include or require quad gate installation, unless otherwise required by the ICC.

C. All improvements to be in the form and scope mandated and/or approved by the ICC.

6. The City will petition the ICC to close the following Third Street Rail Corridor crossings by December 31, 2016:

- A. Cedar Street crossing;
- B. Allen Street crossing;
- C. Canedy Street crossing;

- D. Jackson Street crossing; and
- E. Union Street crossing.

The City's sole financial responsibility will be for installation of guardrail and signs off of railroad right-of-way.

At the end of 2026, if the freight and passenger rail traffic has not relocated from the Third Street Rail Corridor to the Tenth Street Rail Corridor, IDOT will support any City petition to the ICC to reopen the crossings.

7. Upon completion of construction of the Tenth Street Rail Corridor, the City, County and IDOT will cooperate in securing the consolidation of rail traffic on the Tenth Street Rail Corridor, ensuring removal of rail facilities on the Third Street Rail Corridor and the resolution of any real estate issues related to the consolidation of rail traffic on the Tenth Street Rail Corridor.

8. IDOT will enter into a jurisdictional transfer agreement with the City to accept jurisdiction of Madison and Jefferson Streets from Ninth Street east to where they join to form Clear Lake Avenue, and of Clear Lake Avenue east from that junction to I-55. The transfer agreement shall provide that the City will retain jurisdiction of curb and gutter, sidewalks and drainage structures along the transferred streets as well as the pedestrian overpass over Clear Lake Avenue. In consideration of IDOT's acceptance of the jurisdictional transfer, the City shall provide up to \$850,000 (which is the remaining amount of the original 2009 jurisdictional transfer payment) for archaeological excavation and preservation work at the archaeological site associated with the 1908 Springfield Race Riot along the Tenth Street Corridor north of Madison Street.

9. The City and County will support IDOT in connection with public hearings and in meeting other NEPA requirements, shall not unreasonably withhold any permits required by IDOT to accomplish the tasks articulated herein, and shall provide IDOT with the use of any City owned property necessary for crossing improvements in the Third Street Corridor.

10. The City and County shall maintain, for a minimum of 5 years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other State auditors and the City and County agree to cooperate fully with an audit conducted by the Auditor General and other State Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of IDOT for the recovery of any funds paid by IDOT under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. IDOT shall retain records consistent with the requirements of this paragraph.

11. The City and County agree to comply with all applicable Executive Orders and Federal Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the U.S. Department of Transportation.

12. The City and County shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The City and County shall carry out applicable requirements of 49 CFR part 26 in the award or administration of DOT-assisted contracts. Failure by the City and County to carry out these requirements is a material



breach of this Agreement, which may result in the termination of this Agreement or such other remedy as deemed appropriate.

13. In the event any work is performed by other than City and County forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

14. Obligations assumed by IDOT under this Agreement shall be subject to the availability of funds to perform the work. In the event appropriated funds are insufficient to meet IDOT's obligations, however, the Department agrees it will continue to work with the City and County to try and secure future funding to complete the Tenth Street Rail Corridor as defined in Exhibit B.

15. Covenants contained in any previous agreements or letters of understanding between the IDOT and both the City and County will not be changed by this Agreement.

16. Under the penalties of perjury, the City and County hereby certify that the Federal Taxpayer Identification Numbers set forth below are their correct Federal Taxpayer Identification Numbers, that they are U.S. entities and are not subject to back-up withholding and that they are each doing business as a governmental entity:

City of Springfield – Federal Taxpayer Identification Number: 37-6002037

County of Sangamon – Federal Taxpayer Identification Number: 37-6002039

17. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

18. The City, County and IDOT agree to cooperate in good faith to try and secure funding to complete the Tenth Street Rail Corridor by 2026. Good faith efforts shall be made by

the parties to complete the Tenth Street Rail Corridor by 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

STATE OF ILLINOIS DEPARTMENT OF  
TRANSPORTATION

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

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Deputy Secretary for Project  
Implementation

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

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

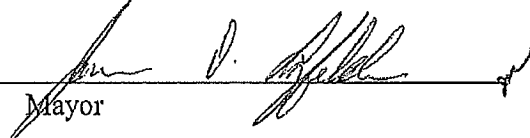
By: \_\_\_\_\_  
Chief Counsel

By: \_\_\_\_\_  
Director of Finance and Administration

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

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

CITY OF SPRINGFIELD

By:   
Mayor

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

(Seal)

COUNTY OF SANGAMON

By:   
Andy Van Meter, Board Chairman

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

ATTEST:

By: \_\_\_\_\_  
County Clerk

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

## EXHIBIT A

### Usable Segment II Funding Plan

|                                    |                |
|------------------------------------|----------------|
| IDOT                               | \$28 million   |
| ICC – GCPF                         | \$15 million   |
| FRA Grant                          | \$2 million    |
| Norfolk Southern (ICC Order)       | \$1.5 million  |
| City of Springfield (Design Costs) | \$1.5 million  |
| TOTAL                              | \$50.8 million |

## EXHIBIT B

| <u>Usable Segment</u> | <u>Description</u>   |
|-----------------------|--|
| I                     | Carpenter Street Underpass with grading to Madison Street  |
| II                    | Laurel and Ash Streets with grading from South Grand Avenue to 6 <sup>th</sup> Street                      |
| III                   | Madison and Jefferson Streets with grading from Madison to Adams Street                                    |
| IV                    | 5 <sup>th</sup> and 6 <sup>th</sup> Streets with grading from 6 <sup>th</sup> Street to Stanford Avenue    |
| V                     | Cook Street and South Grand Avenue with grading from Adams Street to South Grand Avenue (relocate NS yard) |
| VI                    | North Grand Underpass with grading from Ridgely to Carpenter Streets                                       |
| VII                   | Amtrak Station   |
| VIII                  | UP trackwork   |

This completes the work to allow UP freight and passenger traffic to be relocated to 10th Street.

The North Grand overpass and all of the improvements on 19<sup>th</sup> can be constructed in any order and at any point in the project.