

RESOLUTION NO. 14 - 00

**RESOLUTION AUTHORIZING APPROVAL  
OF A REIMBURSABLE AGREEMENT WITH  
THE STATE OF ILLINOIS, DEPARTMENT OF  
TRANSPORTATION AND KNOWN AS STATE  
JOB NO. C-91-053-00**

**WHEREAS**, the corporate authorities of the Village of East Dundee have determined that it is advisable, necessary and in the public interest that the Village enter into and authorize the execution of a Reimbursable Agreement with the State of Illinois, Department of Transportation which said improvement is identified as State Job. No. C-91-053-00, a copy of which Reimbursable Agreement is attached hereto as an exhibit.

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:**

**Section One.** That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the acceptance of the Reimbursable Agreement with the State of Illinois, Department of Transportation which said improvement is identified as State Job. No. C-91-053-00, a copy of which Reimbursable Agreement is attached hereto as an exhibit.

**Section Two. Severability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

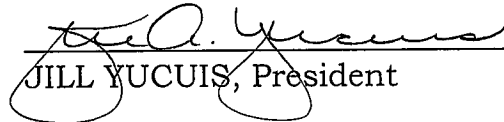
**Section Three. Repeal.** All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

**Section Four. Publication.** This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 3rd day of April, 2000, pursuant to a roll call vote as follows:

AYES: Bartels, Szalla, Zaeske, Ahrens, Arnone, Ruffulo.  
NAYES: None.  
ABSENT: None.

Approved by me this 3rd day of April, 2000.

  
\_\_\_\_\_  
JILL YUCUIS, President

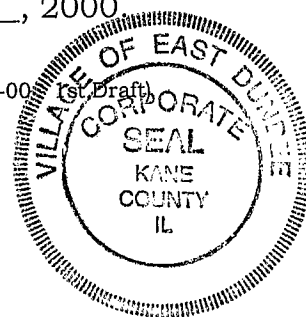
Published in pamphlet form this 7th day of April, 2000, under the authority of the President and Board of Trustees.

**ATTEST:**

  
\_\_\_\_\_  
JANE THEIS, Village Clerk

Recorded in the Village Records on April 7th, 2000.

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REIMBURSABLE AGREEMENT

THIS AGREEMENT is entered into this 3<sup>rd</sup> day of April, 2000 A.D. by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF EAST DUNDEE, in the County of Kane in the State of Illinois, hereinafter called the LOCAL AGENCY.

WITNESSETH

WHEREAS, the parties hereto, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, are desirous of various streets improvement in the VILLAGE, said improvement to be identified as Section 00-00039-00-FP and STATE Job No. C-91-053-00, and hereinafter referred to as the PROJECT; and

WHEREAS, the 91st General Assembly appropriated by Public Act 91-20 (SB 630), Article 24A, Section 71 to the Department of Transportation \$10,924,000 from the Fund for Illinois' Future to the Department of Transportation for preliminary engineering and construction engineering and contract costs of construction; and

WHEREAS, the Illinois State Senate designated \$100,000 of the appropriated \$10,924,000 to be used for street improvements in the Village of East Dundee; and

WHEREAS the parties hereto are desirous of said PROJECT in that same will be of immediate benefit to the residents of the area and permanent in nature; and

WHEREAS, the STATE and LOCAL AGENCY wish to avail themselves of \$100,000 appropriated by Public Act 91-20, Senate Bill 630, Article 24A, Section 71 to the Department of Transportation for this PROJECT;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

I. THE LOCAL AGENCY AGREES:

1. To prepare or cause to be prepared, the plans, specifications and contract documents; advertise for, receive bids and award the contract for the construction of the PROJECT, in accordance with the methods prescribed by the STATE, and cause the project to be built following MFT procedures as found in the Manual of Administrative Policies of the Bureau of Local Roads & Streets in accordance with the plans, specifications and contract as approved by the STATE.

2. To certify to the STATE that all necessary right-of-way for the PROJECT has been obtained (if right-of-way is required) or that no additional right-of-way is required.
3. To exercise its franchise rights to cause private utilities to be relocated at no expense to the STATE.
4. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
5. To maintain or cause to be maintained, in a manner satisfactory to the STATE, the completed improvement.

II. IT IS MUTUALLY AGREED:

1. The disposition of encroachments, if any, shall be cooperatively determined by representatives of the LOCAL AGENCY and the STATE.
2. That the estimate Division of Costs of the PROJECT are:

TYPE OF WORK	STATE (%)	VILLAGE (%)	TOTAL
Various Streets Resurfacing	\$100,000. (100%)	-0-	\$100,000.
<b>TOTAL</b>	\$100,000.	-0-	\$100,000.

3. The STATE agrees to pay 100% of the costs, up to a maximum amount of \$100,000 for the PROJECT from FY 2000 Illinois' Future Fund, based upon the awarded contract amount. Any funds required to complete the PROJECT in excess of the \$100,000, will be the responsibility of the LOCAL AGENCY. The STATE will pay the LOCAL AGENCY 95% of its share of the construction and engineering costs upon award of the contract by the LOCAL AGENCY and receipt of a letter certifying such award and requesting said payment. The balance will be reimbursed upon completion of the improvement and acceptance by the STATE.

4. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein or if the contract covering the work contemplated herein is not awarded within three years subsequent to execution of the agreement.
5. The department shall furnish to the LOCAL AGENCY a sign identifying the contract as an Illinois' FIRST project. The sign will be installed by the LA at the beginning and ending limits of the project in accordance with instructions provided by the department. Within 30 days after project completion the signs shall be returned to the department.
6. The LOCAL AGENCY will comply with the requirements of the Illinois State Agency Historic Resources Preservation Act, the Illinois Endangered Species Protection Act, the Interagency Wetland Policy Act of 1989 and the Illinois Farmland Preservation Act.
7. This agreement shall be binding upon and inure to the benefits of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Reimbursable agreement to be executed in quintuplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, the

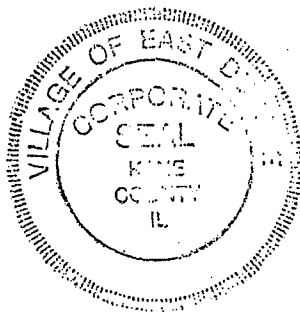
VILLAGE OF EAST DUNDEE

\_\_\_\_\_ day of \_\_\_\_\_,

*Joe A. Yuccius*  
President

ATTEST:

*Jane E. Kreis*  
Village Clerk



APPROVED BY STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Director of Highways

\_\_\_\_\_  
Date