

RESOLUTION NUMBER 53 - 09

**RESOLUTION APPROVING THE LOCAL AGENCY/STATE AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF EAST DUNDEE AND AUTHORIZATION FOR THE VILLAGE PRESIDENT AND CLERK TO SIGN THE AGREEMENT.**

**WHEREAS**, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, it is deemed necessary and desirable for the Village of East Dundee to authorize the Local Agency/State Agreement with the Illinois Department of Transportation and the Village of East Dundee.

**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 execution of the Local Agency/State Agreement between the Illinois Department of Transportation and the Village of East Dundee, a copy of which Agreement is attached hereto and made a part hereof.

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

**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 7<sup>th</sup> day of December, 2009, pursuant to a roll call vote as follows:

AYES:

7 - Trustees Ruffalo, Gorman, Lynam, Miller, Cichowski, Van Ostenbridge  
NAYES: 0 & President Bartels

ABSENT: 0

Approved by me this 7<sup>th</sup> day of December, 2009.

Jerald Bartels

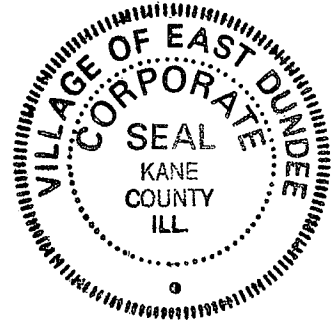
Jerald Bartels, Village President

Published in pamphlet form this 7<sup>th</sup> day of December, 2009, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Behberg  
Jennifer Behberg, Village Clerk

Recorded in the Village Records on December 10<sup>th</sup>, 2009.



Local Agency Village of East Dundee	 <b>Illinois Department of Transportation</b>  <b>Local Agency/State Agreement</b>	Job Number - Construction C-91-292-10
Section 09-00048-00-RS		Job Number - Engineering/ROW D-91-292-10

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location					
Local Name	1)Kimberly St. 2)Ravine Rd. 3)Howard St. 4)3 <sup>rd</sup> St. 5) Railroad St.	Route	Various	Length	3,020'
Termini	1)Park to Deerpath 2)Oak Ridge to Corp Limits 3)Madison to Reese 4)Barrington to Railroad 5) McIntosh Creek to Water St				
Current Jurisdiction	LA (Village of East Dundee)				

**Project Description**

Curb Removal & Replacement, Spot Sidewalk Removal & Replacement, Patching, HMA Level Binder, HMA Surface, Restriping, and other appurtenant work.

Division of Cost				
Type of Work	STATE	LA	Total	
Participating Construction	262,000	71,000	333,000	
Non-Participating Construction			0	
Preliminary Engineering	9,000	17,000	26,000	
Construction Engineering	29,000	4,000	33,000	
Right-of-Way			0	
			0	
			0	
<b>TOTAL</b>	<b>\$300,000</b>	<b>\$ 0</b>	<b>\$ 92,000</b>	<b>\$392,000</b>

Note: Maximum STATE (ERP) Participation not to exceed \$300,000

**Payment Method (check one):**

- Upon award of the project and request of payment from the LA, the STATE will pay the LA 100% its share of the project costs.
- Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.
- The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

## Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
6. The LA shall maintain, for a minimum of 3 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 the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department 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 of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
7. To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
8. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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Local Agency Village of East Dundee	Section 09-00048-00-RS
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EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Exhibit A - Location Map

See Attached

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Village of East Dundee

(Print or Type Name)

Village President - Jerald Bartels

(County Board Chairperson/Mayor/Village President/etc.)

*Jerald Bartels*  
(Signature)

12/7/09  
Date

APPROVED

State of Illinois  
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By:

Delegate's Signature)

(Delegate's Name -Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Ann L. Schneider, Director of Finance and Administration

Date

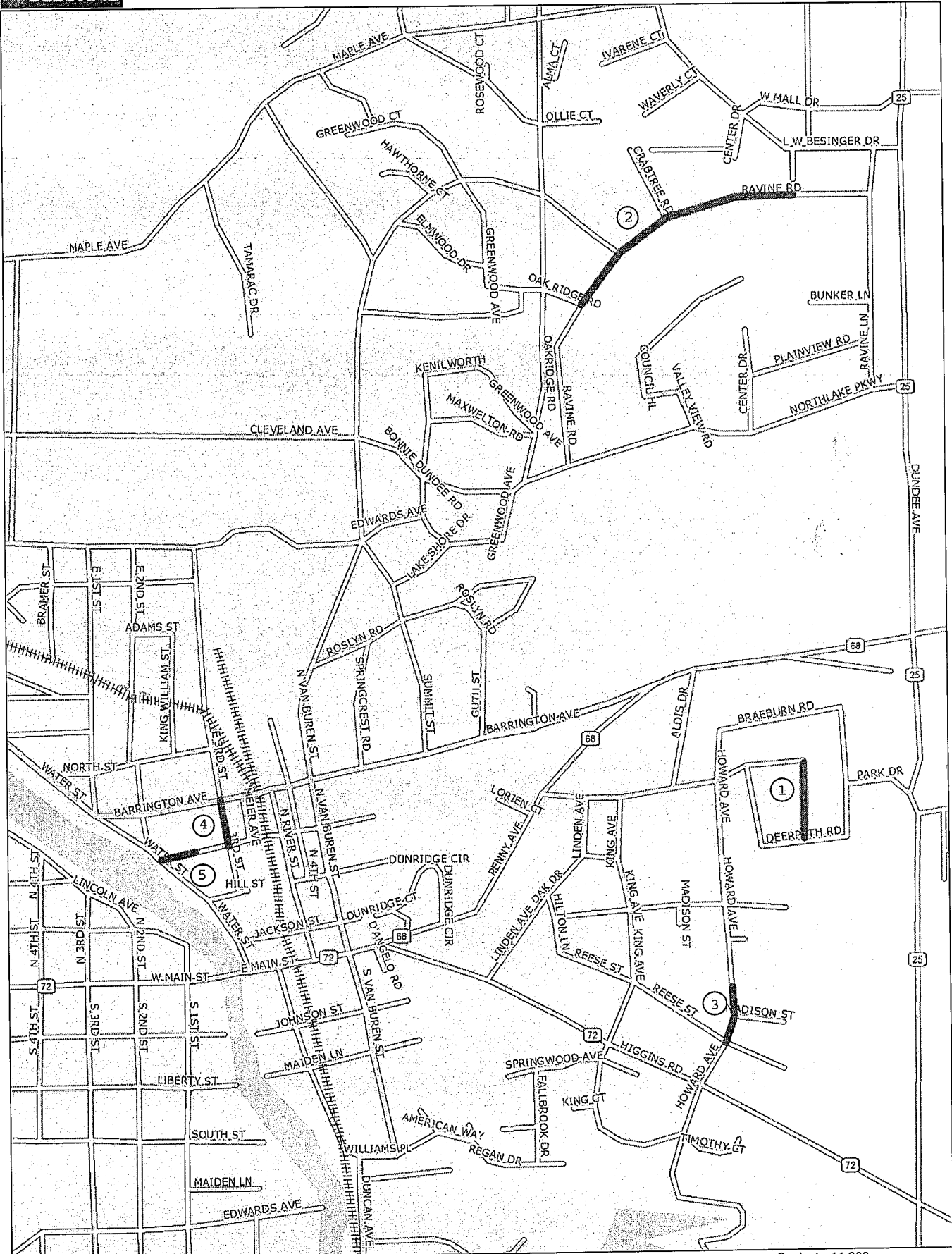
TIN Number

366005871

NOTE: If signature is by an APPOINTED official, a resolution said appointed official to execute this agreement is required.

Local Agency  
Village of East Dundee

Section  
09-00048-00-RS



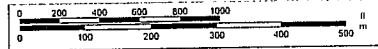
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Scale 1 : 11,200



1" = 933.3 ft Data Zoom 14-2