

RESOLUTION NUMBER 23 -12

A RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR IMPROVEMENTS AT OR NEAR ROUTE 72, ROCK ROAD AND BEVERLY ROAD, BETWEEN THE STATE OF ILLINOIS, ACTING THROUGH THE ILLINOIS DEPARTMENT OF TRANSPORTATION, AND THE VILLAGE OF EAST DUNDEE

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 execute the Agreement which will allow for the Illinois Department of Transportation to construct improvements on Route 72 at or near Rock Road and Beverly Road, aimed at facilitating the free flow of traffic and enhancing the safety of the motoring public; and

WHEREAS, the parties have set forth the duties and responsibilities each has in an Agreement attached hereto and made a part hereof as Exhibit A.

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 Village President be and he is hereby authorized and directed to sign the Agreement which will allow for the Illinois Department of Transportation to construct improvements at or near Route 72, Rock Road and Beverly Road, aimed at facilitating the free flow of traffic and enhancing the safety of the motoring public, 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 18th day of June, 2012, pursuant to a roll call vote as follows:

AYES: 4 - Justices Gorman, Lynam, Miller & VanOstenbridge

NAYES: 0

ABSENT: 3 - Justices Ruffalo, Skillicom & President Bartels

Approved by me this 18th day of June, 2012.



JERALD BARTELS, President

Published in pamphlet form this 22nd day of June, 2012, under the authority of the President and Board of Trustees.

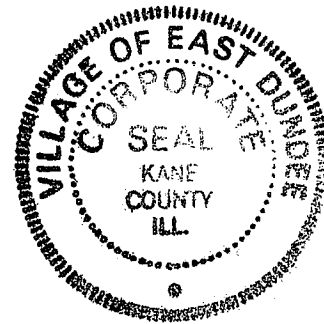
Paul VanOstenbridge, President Pro Tem

ATTEST:



Village Clerk

Recorded in the Village Records on June 22nd, 2012.



FAP Route 341
Illinois Route 72 (Higgins Road)
State Section:2011-071-N
Cook/Kane Counties
Job No. : C-91-628-11
Contract No.: 60P90
Agreement No.: JN-112-037

AGREEMENT

This Agreement entered into this 18th day of June, 2012 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, of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving Illinois Route 72 (FAP Route 341) at its intersection with Rock Road and with Beverly Road, in the VILLAGES OF EAST DUNDEE and HOFFMAN ESTATES, RESPECTIVELY; know as STATE SECTION: 2011-071-N, State Job No.: C-91-628-11, as follows: Illinois Route 72 (Higgins Road) has 2-12' through lanes in each direction. The west leg has a 41' wide grass median and a separate right turn lane southbound to Beverly Road. The east leg has a combination of 12' wide paved and variable width grass median sections with paved shoulders, curb and gutter at the concrete median, and one left turn lane southbound to Beverly Road. The southbound left turn is separated from the through lanes by a striped variable width median; generally 12-14' wide. The existing intersection is a fully actuated signalized intersection with permitted/protected left turn lanes. Beverly Road at its' intersection with Illinois Route 72 has a 12' left and a 12' right turning lane. The southbound direction has only a 12' wide through lane, combination concrete curb and gutter is located on both sides of the roadway. Beverly Road is divided by a combination of HMA striped and

concrete median sections approximately up to 23' wide with concrete curb and gutter. South of the raised median is a striped median 4-6' wide.

This improvement includes the restriping of the pavement for the westbound left turn lane on Illinois Route 72 to permit construction of dual left turn lanes; median modifications on Beverly Road, to allow 2 additional lanes on Beverly Road to provide for dual left turns and an exclusive right turn lane along with an additional receiving lane on southbound Beverly Road.

The traffic signals at Beverly Road will be totally modernized and revised to conform to the new geometrics and a bicycle/pedestrian crossing across the south leg of the intersection with a raised median on Beverly to act as a refuge will be built.

The existing lighting on Beverly Road will be relocated at various locations where it is in conflict with the proposed improvement.

The traffic signals at Rock Road will be upgraded with new L.E.D. heads and an interrupted power supply will be added.

Other work will consist of landscaping; pavement patching, resurfacing with a Hot Mix Asphalt surface course, combination concrete curb and gutter, reconstruction of concrete medians, placement of thermoplastic pavement markings, installation of raised reflective pavement markings, cleaning the storm sewer system for highway drainage and all by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

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

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering costs; subject to reimbursement by the VILLAGE, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A.
4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.
5. The VILLAGE further agrees that upon award of the contract for this improvement, the VILLAGE will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the VILLAGE an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA projects) in a lump sum, upon completion of the project based upon final costs.

6. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit B" proves to be insufficient, to cover said cost.

7. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit C", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

8. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".

9. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the VILLAGE and the STATE.

10. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall

continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit E".

11. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
12. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Illinois Route 72 (Higgins Road) without the consent of the STATE.
13. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
14. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
15. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the

"Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

16. The VILLAGE agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.

17. Upon final field inspection of the improvement and so long as Illinois Route 72 (Higgins Road) is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes lying on either side of the median and the left-turn turn lanes and right turn lanes, each lane being 12' and variable in width and the curb and gutter stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

18. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, crosswalk and stopline markings, VILLAGE owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy thereof, and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

19. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the VILLAGE of EAST DUNDEE on July 1, 2011.
20. It is mutually agreed the actual signal maintenance shall be performed by the STATE with its' own forces or through an ongoing contractual agreement.
21. It is further agreed that all cost for maintenance of the "Emergency Vehicle Pre-Emption System" equipment shall be the VILLAGE's.
22. Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.
23. The STATE's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" equipment, located at the traffic signal modernization to be maintained by the STATE. The STATE's Electrical Maintenance Contractor shall invoice the VILLAGE for the maintenance costs related to the maintenance of the "Emergency Vehicle Pre-Emption System" equipment. The VILLAGE shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be

maintained and tested by the VILLAGE, in accordance with the recommendations of the manufacturer.

24. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the VILLAGE agrees to be financially responsible for its share of the traffic signals and all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement. -

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

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

VILLAGE OF EAST DUNDEE

By: _____

(Signature)

By: Paul VanOstenbridge

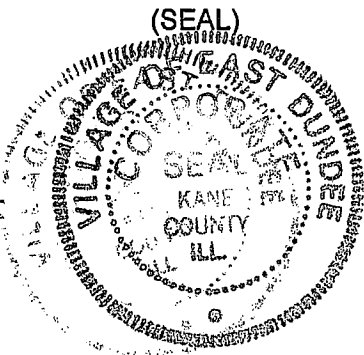
(Print or Type)

Title: President Pro Tem

Date: 6/18/12

Attest:

Jennifer Behley
Clerk



STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

John Fortmann, P.E.
Acting Deputy Director of Highways,
Region One Engineer

Date: _____

**EXHIBIT A
ESTIMATE OF COST**

TYPE OF WORK	FEDERAL		STATE		VILLAGE OF Hoffman Estates		VILLAGE OF East Dundee		TOTAL
	\$	%	\$	%	\$	%	\$	%	
All roadway work excluding the following									
P&C Engineering (15%)	\$299,700	90%	\$33,300	10%					\$333,000
	\$44,955	90%	\$4,995	10%					\$49,950
TRAFFIC SIGNALS									
IL-72 @ Beverly	\$270,000	90%	\$20,000	6.67%	\$10,000	3.33%			\$300,000
P&C Engineering (15%)	\$40,500	90%	\$3,000	6.67%	\$1,500	3.33%			\$45,000
Emergency Vehicle Pre-emption					\$6,000	100%			\$6,000
P&C Engineering (15%)					\$900	100%			\$900
IL-72 @ Rock Rd Dr.	\$27,000	90%	\$2,000	6.67%	\$1,000	3.33%			\$30,000
P&C Engineering (15%)	\$4,050	90%	\$300	6.67%	\$150	3.33%			\$4,500
OTHER WORK									
Relocate Lighting @ Beverly			\$15,000	100%					\$115,000
P&C Engineering (15%)			\$2,250	100%					\$17,250
TOTAL	\$686,205		\$80,845		\$18,400		\$1,150		\$901,600

NOTE: Participation shall be predicated upon the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit price plus 15% for construction and preliminary engineering UNLESS otherwise noted.

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 341 known as Illinois Route 72 (Higgins Road) State Section: 2011-071-N, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____