

RESOLUTION NO. 13-03
A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF WEST DUNDEE AND THE STATE OF ILLINOIS THROUGH ITS
DEPARTMENT OF TRANSPORTATION

WHEREAS, Article 7, Section 10 of the Illinois Constitution authorizes units of local government to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/3, provides that any power or powers, privileges, functions or authority exercised or which may be exercised by a public agency, may be exercised, combined, transferred and enjoyed jointly with any other public agency of the State, except where it is specifically and expressly prohibited by law; and

WHEREAS, the Village of West Dundee is an Illinois municipal corporation operating pursuant to the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. and

WHEREAS, the Village of West Dundee and the State of Illinois through its Department of Transportation desire to enter into an intergovernmental agreement to facilitate needed intersection improvements at Illinois State Route 31 at Illinois Route 72.

NOW, THEREFORE, BE IT RESOLVED BY THE President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, as follows:

Section 1: The Intergovernmental Agreement attached hereto is hereby approved.

Section 2: The Village President and the Village Clerk are hereby authorized to execute said agreement on behalf of the Village of West Dundee.

Passed by the Board of Trustees of the Village of West Dundee, Kane County, Illinois and approved by the President of said Village this 4th day of February, 2013.

AYES: Trustees Kembitzky, Voss, Price, Osth, Hanley and Yuscka


NAYS: None

ABSENT: None



Larry Keller, Village President

ATTEST:



Barbara Traver, Village Clerk

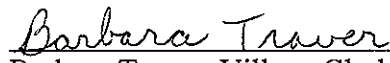
CERTIFICATION

I, BARBARA TRAVER, do hereby certify that I am the duly appointed and qualified Clerk of the Village of West Dundee, Kane County, Illinois, and that as such Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the President and Board of Trustees of said Village of West Dundee.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of West Dundee, held on the 4th day of February, 2013, the foregoing Resolution 2013-03 entitled: *A Resolution Approving and Intergovernmental Agreement Between the Village of West Dundee and the State of Illinois Through Its Department of Transportation* was duly passed and approved by the President and Board of Trustees of the Village of West Dundee.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said Village to be affixed hereto this 4th day of February, 2013.



Barbara Traver, Village Clerk
Village of West Dundee
Kane County, Illinois

(VILLAGE SEAL)

FAU Route 3887
State Section: S-N
Kane County
Job No. : C-91-154-06
Agreement No.: JN-113-006
Contract No.: 60A95

AGREEMENT

This Agreement entered into this ⁴ day of ^{FEBRUARY}, 2013 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 West 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 approximately 3,149 lineal feet of Illinois Route 31 Street, FAU Route 3887, Illinois Route 31, STATE Section: S-N, STATE JOB NUMBER: C-91-154-06, State Contract Number: 60A95 by making the following improvements:
Widening and resurfacing of Illinois Route 31 which includes the correction of the eight degree kink on the west leg of Illinois Route 72, resurfacing of the pavement to improve skid resistance, the addition of a westbound right turn lane (10 foot) and the widening of Illinois Route 31 to provide dual left turn lanes (11 foot) each on both approached to Illinois Route 72. A mountable median will be constructed on the south leg of Illinois Route 31 up to the south end the proposed barrier curb for the dual left turn lanes. A barrier median will be constructed along the north leg of Illinois Route 31 and the west and east leg of Illinois Route 72 to restrict access to driveways and side roads within the project limits to right in/right out.

Other work to be included as part of this project includes storm sewer removal and replacement, earth excavation, tree removal, portland concrete cement sidewalk removal and replacement, portland concrete cement curb and gutter removal and replacement, pavement patching, resurfacing with leveling binder and surface courses, modernizing traffic signals, relocation of ornamental lighting, connection of Emergency Vehicle Preemption and 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 cost 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 STATE 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 STATE 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 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.

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".

10. 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.

11. 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 31 at Illinois Route 72 without the consent of the STATE.
12. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
13. 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.
14. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
15. Upon final field inspection of the improvement and so long as Illinois Route 31 at Illinois Route 72 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, the left-turn lanes and right turn lanes, the curb and gutter and stabilized shoulders.

16. 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 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.

The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Illinois Route 31 and Illinois Route 72. 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.

17. Upon acceptance by the STATE of the new traffic signal installation(s) included herein, the responsibility for maintenance and energy outlined above shall become a part of the Master Agreement executed by the State and the VILLAGE on July 01, 2011.

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 WEST DUNDEE

By: 

(Signature)

By: Joseph A. Cavallaro

(Print or Type)

Title: Village Manager

Date: February 8, 2013

Attest:

Kim Tibbitts

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: 

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

Date: FEBRUARY 21, 2013

Job No.: C-91-154-06
Agreement No.: JN-113-006

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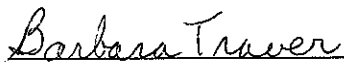
Passed by the Board of Trustees of the Village of West Dundee, Kane County, Illinois and approved by the President of said Village this 4th day of February, 2013.

AYES: Trustees Kembitzky, Voss, Price, Osth, Hanley and Yuscka
NAYS: None
ABSENT: None



Larry Keller, Village President

ATTEST:



Barbara Traver, Village Clerk

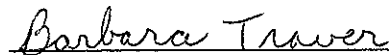
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I, BARBARA TRAVER, do hereby certify that I am the duly appointed and qualified Clerk of the Village of West Dundee, Kane County, Illinois, and that as such Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the President and Board of Trustees of said Village of West Dundee.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of West Dundee, held on the 4th day of February, 2013, the foregoing Resolution 2013-03 entitled: *A Resolution Approving and Intergovernmental Agreement Between the Village of West Dundee and the State of Illinois Through Its Department of Transportation* was duly passed and approved by the President and Board of Trustees of the Village of West Dundee.

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IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said Village to be affixed hereto this 4th day of February, 2013.



Barbara Traver, Village Clerk
Village of West Dundee
Kane County, Illinois

(VILLAGE SEAL)

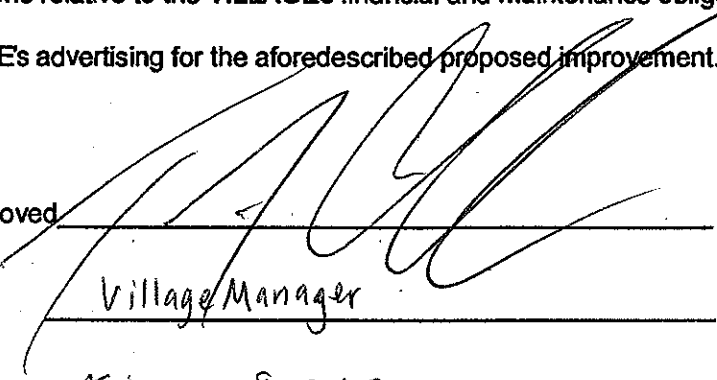
PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Illinois Route 31 at Illinois Route 72 known as FAU Route 3887, State Section: S-N, State Job No.: C-91-154-06, 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



Village Manager

February 8, 2013

EXHIBIT A							
ESTIMATE OF COST Contract 60A95							
TYPE OF WORK	FEDERAL		STATE		VILLAGE OF WEST DUNDEE		TOTAL
	\$	%	\$	%	\$	%	
All roadway work excluding the following	\$2,160,000	90%	\$240,000	10%			\$2,400,000
P&C Engineering (15%)	\$324,000	90%	\$36,000	10%			\$360,000
TRAFFIC SIGNALS							
IL - 31 at IL 72	\$297,000	90%	\$33,000	10%			\$330,000
P&C Engineering (15%)	\$44,550	90%	\$4,950	10%			\$49,500
Emergency Vehicle Pre-emption					\$7,000	100%	\$7,000
P&C Engineering (15%)					\$1,050	100%	\$1,050
OTHER WORK							
Relocate of Decorative Light Poles					\$30,000	100%	\$30,000
P & C Engineering (15%)					\$4,500	100%	\$4,500
TOTAL	\$2,825,550		\$313,950		\$42,550		\$3,182,050

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.

EXHIBIT B

RESOLUTION NO.13-02 A FUNDING RESOLUTION FOR THE IMPROVEMENTS OF ILLINOIS ROUTE 31 AT ILLINOIS ROUTE 72

WHEREAS, the Village of West Dundee has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvements of Illinois Route 31 at Illinois Route 72, known as State Section S-N; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE of West Dundee to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of FORTY TWO THOUSAND, FIVE HUNDRED AND FIFTY dollars (\$42,550) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE will pay the STATE 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 STATE the remainder of the obligation in a lump sum, upon completion of the project based on its final costs.

BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

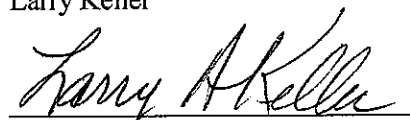
PASSED, by the Board of Trustees of the Village of West Dundee, Kane County, Illinois, and approved by the President of said Village this 4th day of February, 2013.

AYES: Trustees Kembitzky, Voss, Price, Osth, Hanley and Yuscka

NAYS: None


ABSENT: None

Larry Keller


Village President

ATTEST:

Barbara Traver


Village Clerk

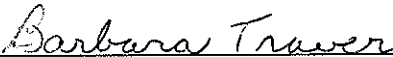
CERTIFICATION

I, BARBARA TRAVER, do hereby certify that I am the duly appointed and qualified Clerk of the Village of West Dundee, Kane County, Illinois, and that as such Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the President and Board of Trustees of said Village of West Dundee.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of West Dundee, held on the 4th day of February, 2013, the foregoing Resolution 2013-02 entitled: *A Funding Resolution for the Improvements of Illinois Route 31 at Illinois Route 72* was duly passed and approved by the President and Board of Trustees of the Village of West Dundee.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said Village to be affixed hereto this 4th day of February, 2013.



Barbara Traver, Village Clerk
Village of West Dundee
Kane County, Illinois

(VILLAGE SEAL)

Exhibit C

7-2-8: STREETS, RESTRICTED PARKING:

The following restrictions shall not apply to emergency vehicles:

Street/Area	Times
All village streets	2:00 A.M. to 6:00 A.M., prohibited November 1 to April 1 annually
Edwards Street, north side, when posted	8:00 A.M. to 4:00 P.M., prohibited on days school is in session
Kittridge Drive, north and south side, between Pember Circle and Tartans Drive	Prohibited during park district organized activities
North Beacon Street between Willow Lane and the intersection of Chateau Bluff and South Beacon Street	Prohibited at all times
Oregon Avenue, north and south sides, from Eighth Street (Route 31) and extending 30 feet east of Route 31 on the south side and 60 feet east of Route 31 on the north side	Prohibited at all times
Parking lots, all public	2:00 A.M. to 5:00 A.M., prohibited
Route 31, otherwise known as Eighth Street, from the southern corporate limits of the village to the northern corporate limits of the village	Prohibited at all times
Route 72, a single diagonal parking space located midway between First and Second Streets south along the rear entrances	8:00 A.M. to 8:00 P.M., 15 minute
Route 72, for the first 2 parking spaces north, on the west side of First Street	8:00 A.M. to 8:00 P.M., 15 minute
Route 72, for the fourth parking spaces south, on the west side of Second Street and the fifth parking space south, on the east side of Second Street	8:00 A.M. to 8:00 P.M., 15 minute
Route 72, otherwise known as Main Street, from the eastern corporate limits of the village to the western corporate limits of the village	Prohibited at all times

Spaulding Avenue, north and south side, between Spaulding Court and Tartans Drive	Prohibited during park district organized activities
Strom Drive, both sides, between Edwards Avenue and Eighth Street (Route 31)	Prohibited at all times
Strom Drive, north side, between Dunning Street and Edwards Avenue	Prohibited at all times
Tartans Drive, west side, between Glenmoor Drive and Kittridge Drive	Prohibited during park district activities
Village Quarter Road, east side, from the south right of way of Route 72 to a point 590 feet south	Prohibited
Village Quarter Road, west side, from the south right of way of Route 72 to a point 1,037 feet south	Prohibited
Washington Street from First Street to Second Street	5:00 A.M. to 2:00 A.M., no limit; 2:00 A.M. to 5:00 A.M., prohibited
First and Second, the 4 parking spaces located midway between those streets, south of Route 72 along the rear entrances	Designated as 30 minute parking spaces between 8:00 A.M. and 6:00 P.M.
First and Second, the 6 parking spaces located midway between those streets, north of Route 72 along the rear entrances	Designated as 30 minute parking spaces between 8:00 A.M. and 6:00 P.M.
First and Second Street, the 2 parking spaces located midway between those streets, on the north side of Route 72, west of the crosswalk along the rear entrances	Designated as 30 minute parking spaces between 8:00 A.M. and 6:00 P.M.
First Street, both sides south, from a point 75 feet south of the curb line of Fox Avenue, to the south end of south First Street, including the cul-de-sac	Prohibited at all times
Second Street between Route 72 and Oregon, all on street parking spaces	2 hour time limit between 8:00 A.M. and 6:00 P.M. Monday through Friday
Second Street between Route 72 and Washington, all on street parking spaces	2 hour time limit between 8:00 A.M. and

	6:00 P.M. Monday through Friday
Third Street between Route 72 and Washington Street, permitted to be blocked and utilized for private valet parking services subject to a written agreement between the village of West Dundee and the valet service, and proof of insurance	Friday and Saturday evenings
Fifth Street, east side, from 120 feet south of South Street to such areas as posted	8:00 A.M. to 4:00 P.M., prohibited on days school is in session
Fifth Street, west side, and Oregon Street	Prohibited at all times except Sunday

(Ord. 89-04, 4-3-1989; amd. Ord. 93-17, 10-18-1993; Ord. 94-1, 1-17-1994; Ord. 96-2, 2-17-1996; Ord. 03-24, 6-2-2003; 2004 Code; Ord. 07-01, 1-8-2007; Ord. 07-15, 5-21-2007; Ord. 07-20, 6-18-2007; Ord. 08-10, 3-3-2008; Ord. 08-32, 7-7-2008; Ord. 09-14, 4-6-2009)

Exhibit D

8-6-7-1: USE OF PUBLIC SEWERS REQUIRED:

- A. It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the village of West Dundee or in any area under the jurisdiction of the village, any human or animal excrement, garbage or other objectional waste.**

- B. It shall be unlawful to discharge to any watercourse within the village of West Dundee or in any area under the jurisdiction of the village, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.**

- C. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.**

- D. The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes situated within the village and abutting on any street, alley or right of way in which there is now located or may in the future be located any public sanitary sewer of the village, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, provided that said public sewer is within three hundred feet (300') of the property line or within ninety (90) days after date of official notice to do so. (Ord. 89-04, 4-3-1989)**

Exhibit E

8-1-18: ENCROACHMENTS:

It is unlawful to erect or maintain any private building or structure which encroaches upon any public right of way or property. Exceptions to this section may be made only upon the written approval of the village board, and shall not be issued if the structure or building interferes with pedestrian or vehicular traffic, public utilities, or results in a safety hazard. (2004 Code)

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(2004 Code)

Village of
West Dundee

Department of Public Works
900 Angle Tarn
West Dundee, IL 60118

RECEIVED

FEB 11 2013

February 8, 2013

Mrs. Lesia Banks
Bureau of Design
IDOT District One
201 West Center Court
Schaumburg, IL 60196-1096

Dear Mrs. Banks:

On February 4, 2013, the Village Board of West Dundee adopted Resolution 2013-02 and Resolution 13-03, attached for your review. These resolutions enact an Intergovernmental Agreement between the Village of West Dundee and the State of Illinois to conduct intersection improvements on IL Route 31 at IL Route 72.

Upon your approval, please return a copy with the appropriate IDOT signatures to my attention at:

West Dundee Public Works
Richard Babica, Director
900 Angle Tarn
West Dundee, IL 60118

Please feel free to contact me at (847) 551-3815 with any questions, comments or concerns you might have regarding this matter.

Sincerely,



Richard Babica
Director of Public Works

Enclosure

Cc: File