

Resolution No. 14-23

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK, ILLINOIS AND THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF ILLINOIS ROUTE 38 AND THE APPROPRIATION OF FUNDS FOR THE VILLAGE'S SHARE OF THE PROJECT COSTS
(State Section (CY&543R)TS(14) Agreement No: JN-116-005)**

WHEREAS, the Village of Villa Park (the "Village") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Village will be receiving State of Illinois (the "State") and federal funding for certain improvements to Illinois Route 38 including the Roosevelt Road Sidewalk Improvements (the "Project") as contained in an "Agreement" with the Illinois Department of Transportation; and,

WHEREAS, the Illinois Department of Transportation has proposed an Agreement that will establish the cost sharing for this project with the Village's estimated local share being \$68,317.75; and,

WHEREAS, the Agreement requires the Village to appropriate sufficient funds to pay its share of the cost of said Project.

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: That the *Agreement* (Contract No: 60X87) for Job Number C-91-236-14, that is attached hereto and made a part hereof by reference as Exhibit A, between the State of Illinois Department of Transportation and the Village be and is hereby approved and Village President and Village Clerk are hereby authorized to execute said Agreement on behalf of the Village.

Section 2: That there is hereby appropriated the sum of Sixty Eight Thousand Three Hundred Seventeen Dollars and Fifty Cents (\$68,317.75) 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 Project as provided in the Agreement.

Section 3: That upon award of the contract for this Project, 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 the State the remainder of the obligation in a lump sum, upon completion of the Project based on final costs.


Section 4: That the Village agrees to pass a supplemental resolution to provide any necessary funds for its share of the costs of this Project if the amount appropriated herein proves to be insufficient, to cover said cost.

Section 5: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 28th day of March, 2016, pursuant to a roll call vote as follows:

AYES: 5
NAYS: 0
ABSENT: 2

APPROVED this 28th day of March, 2016

Attest: 
Village Clerk


Village President



15 - 249
FAP Route 347
State Section: (CY&543R)TS(14)
County: DuPage
Job No. : C-91-236-14
Contract No.: 60X87
Agreement No.: JN-116-005

AGREEMENT

This Agreement entered into this 28th day of March, 2016 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 Villa Park,
of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 2,891 feet of Illinois Route 38 from Summit Avenue to Illinois Route 83, FAP Route 347, STATE Job No.: C-91-236-14, State Contract No.: 60X87, STATE Section: (CY &543R)TS (14), within the Village of Villa Park, City of Oakbrook Terrace, and DuPage County by widening, resurfacing, modernizing and installing traffic signals as follows:

From Summit Avenue to Villa Avenue the typical section along Illinois Route 38 (Roosevelt Road) will consist of three 11- foot lanes in each direction. The improvements consists of an addition of a westbound right turn lane at the intersection of Villa Avenue and of a raised median from east of Summit Avenue to west of Villa Avenue. A 5 to 6 foot sidewalk will be added along the north side and a 5 foot sidewalk will be added along the south side of Illinois Route 38 (Roosevelt Road). The typical sections along Summit Avenue, Euclid Avenue and Villa Avenue

will stay the same. Euclid Avenue will be turned to right-in right-out, and no thru movement or left turn will be allowed across Illinois Route 38.

A new traffic signal will be installed at the intersection of Illinois Route 38 (Roosevelt Road) at Villa Avenue; which will allow vehicles traveling within the project limits to make safer maneuvers. Pedestrian push buttons will be installed at the intersections, which will provide a safer facility for pedestrians 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 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. 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.
9. 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.
10. 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 38 without the consent of the STATE.
11. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
12. 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.
13. 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).

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 38 from Summit Ave. to Illinois Route 83 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
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, ~~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.
17. 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 38. 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.

18. The VILLAGE agrees to assume responsibility for the reconstruction for the administration, control, reconstruction and maintenance of the sidewalk not otherwise carried on State structures. The VILLAGE further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the construction and/or operation of the sidewalk.

If in the Future , the STATE adopts a roadway or traffic signal improvement on Illinois Route 38, which requires modification, relocation or reconstruction to said sidewalk then the VILLAGE hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct said sidewalk in conjunction with the STATE's proposed improvement.

19. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the VILLAGE on February 17, 2012.
20. Upon acceptance by the STATE of the new traffic signal installation(s), the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 38 at Summit Avenue		
STATE Share	(100)%	(100)%
CITY or VILLAGE Share	(0)%	(0)%

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 38 at Villa Road		
STATE Share	(66 2/3)%	(66 2/3)%
VILLAGE Share	(33 1/3)%	(33 1/3)%

21. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.

22. It is further agreed that all cost for maintenance of the "Emergency Vehicle Pre-emption System" equipment located at the intersection of Illinois Route 38 at Villa Avenue shall be the VILLAGE's.

23. The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The VILLAGE agrees to pay their proportionate share of this cost as billed by the local power company.

24. The STATE retains the right to control the sequence and timing of the traffic signals.

25. 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.

26. 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.

27. 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.

28. The VILLAGE agrees to ensure that minority business enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate related to the maintenance of the "Emergency Vehicle Pre-Emption System" equipment.

29. It is mutually agreed that the STATE's Electrical Maintenance Contractor will send to the VILLAGE an itemized invoice covering the actual cost for the maintenance of the "Emergency Vehicle Pre-Emption System" equipment during the preceding period. Upon receipt of said invoice, the VILLAGE agrees to pay the STATE's Electrical Maintenance Contractor the amount of the invoice by ^{VILLAGE}certified check.

30. The VILLAGE agrees that in the event any work is performed by other than VILLAGE forces, the provisions of "an act regulating wages of laborers, mechanics and other

workers employed in public works by the State, County, or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

31. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6006132 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is


Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181

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 VILLA PARK

By: 
(Signature)

Attest:


Clerk

(SEAL)



By: DEBORAH BULLWINKEL
(Print or Type)

Title: VILLAGE PRESIDENT

Date: March 28, 2014

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

Date: _____

Job No.: C-91-236-14
Agreement No.: JN-116-005

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Illinois Route 38 from Summit Avenue to Illinois Route 83, known as FAP Route 347, State Section: (CY&543R)TS(14), 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 Dydas Juskelis
Title DIRECTOR PUBLIC WORKS
Date 10/20/15

EXHIBIT A
ESTIMATE OF COST Contract 60X87

Type of Work	FEDERAL		STATE		VILLAGE OF VILLA PARK		DUPAGE COUNTY		CITY OF OAKBROOK TERRACE		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	
All roadway and bridge work excluding the following:	\$900,000	90%	\$100,000	10%		N/A%		N/A%		N/A%	\$1,000,000
P&C Engineering (15%)	\$135,000	90%	\$15,000	10%		N/A%		N/A%			\$150,000
TRAFFIC SIGNALS											
Illinois Route 38 at Summit	\$315,000	90%	\$17,500	5%	\$ 8,750	2.5%	\$8,750	2.5%		N/A%	\$350,000
P&C Engineering (15%)	\$47,250	90%	\$2,625	5%	\$1,312.50	2.5%	\$1,313	2.5%		N/A%	\$52,500
Illinois Route 38 at Villa	\$315,000	90%	\$23,345	6.67%	\$ 11,655	3.33%		N/A%		N/A%	\$350,000
P&C Engineering (15%)	\$47,250	90%	\$3,502	6.67%	\$ 1,748.25	3.33%		N/A%		N/A%	\$52,500
Emergency Vehicle		N/A%		N/A%	\$ 7,000	100%		N/A%		N/A%	\$7,000
P&C Engineering (15%)		N/A%		N/A%	\$ 1,050	100%		N/A%		N/A%	\$1,050
OTHER WORK											
New Side Walk (North Side Sidewalk of IL 38) west of Summit Ave to west of Euclid Ave (sta. 93 + 00 to sta. 106 + 50) and approx 400' east of Euclid Ave. to Villa Ave. (sta. 111 + 00 to sta.114 +00)		N/A%	\$128,000	80%	\$ 32,000	20%		N/A%		N/A%	\$160,000
P&C Engineering (15%)		N/A%	\$19,200	80%	\$ 4,800	20%		N/A%		N/A%	\$24,000
New Side Walk (North Side Sidewalk of IL 38) east of Euclid extending east for approx. 400 feet (sta. 106 + 50 - sta. 111+ 00) and south side sidewalks of IL 38		N/A%	\$152,000	80%		N/A%		N/A%	\$38,000	20%	\$190,000
P&C Engineering (15%)		N/A%	\$22,800	80%		N/A%		N/A%	\$5,700	20%	\$28,500
Resurfacing North Leg of Euclid Avenue		N/A%		N/A%		N/A%		N/A%	\$70,000	100%	\$70,000
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$10,500	100%	\$10,500
TOTAL	\$1,759,500		\$483,971.75		\$68,315.75		\$10,062.50		\$124,200		\$2,446,050

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

"Exhibit B"
FUNDING RESOLUTION

WHEREAS, the VILLAGE OF VILLA PARK has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of Illinois Route 38 , known as State Section: (CY&543R)TS (14) and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE 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 Sixty Eight Thousand Three Hundred Seventeen dollars and Fifty Cents (\$68,317.50) 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 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 in a lump sum, upon completion of the project based on 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.

STATE OF ILLINOIS)
COUNTY OF COOK)

I, HOSANNA KRYNECKY, Village Clerk in and for the VILLAGE of VILLA PARK
hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by
the BOARD at a meeting on MARCH 28, 2016 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this 28th day of
March, 2016 A.D.

Hosanna Krynecky
Clerk

(SEAL)



EXHIBIT C
ORDINANCE NO. _____
AN ORDINANCE RESTRICTING PARKING ALONG
_____ ROAD WITHIN THE _____ OF _____

WHEREAS, the State of Illinois acting by and through its Department of Transportation is desirous of improving Illinois 38 from Summit Avenue to Illinois Route 83.

WHEREAS, a portion of this project runs through the _____ of _____ from _____ to _____; and

WHEREAS, in order to facilitate the free flow of traffic and ensure safety to the motoring public, the _____ of _____ determines that the parking along _____ shall be prohibited.

BE IT ORDAINED BY THE _____ COUNCIL OF THE _____ OF _____ COUNTY OF _____, STATE OF ILLINOIS, as follows:

Section 1. That parking shall not be permitted along the _____ Road from _____ to _____ within the _____ limits of the _____ of _____.

Section 2. That the _____ Council of the _____ of _____ will prohibit future parking at such locations on or immediately adjacent to _____ as may be determined and directed by the State of Illinois to be necessary to ensure the free flow of traffic and safety to the motoring public.

Section 3. The _____ Clerk is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 20____ by and between the State of Illinois and the _____ of _____.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE VILLA PARK COUNCIL OF THE VILLAGE OF VILLA PARK
COUNTY OF DUPAGE, STATE OF ILLINOIS, this 28th day
of MARCH ~~2015~~ 2016.

VOTE:

AYES: 5

NAYES: 0

ABSENT: 2

ATTEST: Hannah Kopycky



APPROVED BY ME THIS 28th
DAY OF MARCH, ~~2015~~ 2016
[Signature]
VILLAGE PRESIDENT