

A RESOLUTION APPROVING AN AGREEMENT
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: A certain agreement by and between the Village of Arlington Heights and the State of Illinois Department of Transportation, concerning resurfacing a portion of Tonne Road from Algonquin Road, north to Falcon Drive, in Arlington Heights, Illinois, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President and Village Clerk are hereby authorized and directed to execute said agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 4th day of March, 2019.

Village President

ATTEST:

Village Clerk

FAU Route 3514
IL -62 (Algonquin Road)
State Section: 2018-103-RS&SW
County: Cook
Job No. : C-91-049-19
Contract No.: 62H44
Agreement No.: JN-119-005

AGREEMENT

This Agreement entered into this 4th day of March, 2019 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 Arlington
Heights 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 16,617 feet of Illinois
Route 62 from IL 58 (Golf Road) to IL-83 (Elmhurst Road), STATE Job No.: C-91-
049-19, State Contract No: 62H44, STATE Section: 2018-103-RS&SW as follows:
The PROJECT will include resurfacing, installing ADA ramps and all other work
necessary to complete the improvement in accordance with the approved plans and
specifications; and

WHEREAS, the VILLAGE has requested that the STATE include in its contract
the resurfacing of Tonne Drive from IL Route 62 to 250 feet north; and

WHEREAS, the STATE is agreeable to said request.

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 attached hereto and made a part hereof.
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. 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 62 without the consent of the STATE.
9. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. 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.

11. The VILLAGE agrees to obtain from the STATE an approved permit for an VILLAGE owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
12. Upon final field inspection of the improvement and so long as IL Route 62 from IL Route 58 (Golf Road) to IL-83 (Elmhurst Road) 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.
13. 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.
14. 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 IL Route 62. 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.
15. 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.

16. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005774 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is

Village of Arlington Heights Public Works Department

33 S Arlington Heights Road

Arlington Heights, IL 60005

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 ARLINGTON HEIGHTS

By: _____
(Signature)

Attest:

Village Clerk

(SEAL)

By: Thomas W. Hayes

Title: Village President

Date: March 4, 2019

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Anthony J. Quigley, P.E.
Region One Engineer

Date: _____

b No.: C-91-049-19
Agreement No.: JN-119-005

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Illinois Route 62, known as FAU Route 3514, State Section: 2018-103-RS&SW 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 _____

EXHIBIT A							
ESTIMATE OF COST Contract 62H44							
Type of Work	FEDERAL		STATE		VILLAGE OF ARLINGTON HEIGHTS		TOTAL
	\$	%	\$	%	\$	%	
All roadway work excluding the following:	\$2,240,000	80%	\$560,000	20%			\$2,800,000
P&C Engineering (15%)	\$336,000	80%	\$84,000	20%			\$420,000
Other Work							
Resurfacing of Tonne Drive North of IL Route 62 (250Ft)					\$30,000	100%	\$30,000
P&C Engineering (15%)					\$4,500	100%	\$4,500
TOTAL	\$2,576,000		\$644,000		\$34,500		\$3,254,500
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 ARLINGTON HEIGHTS has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of Illinois Route 62, from IL Route 58 (Golf Road to IL-83 (Elmhurst Road), known as State Section: 2018-103-RS&SW; 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 BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: That there is hereby appropriated the sum of Thirty Four Thousand Five Hundred dollars (\$34,500) 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.

SECTION TWO: 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.

SECTION THREE: 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.

SECTION FOUR: That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 4th day of March, 2019.

Village President

ATTEST:

Village Clerk

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Rebecca Hume, Village Clerk in and for the Village of Arlington Heights hereby certify the foregoing to be a true perfect and complete copy of the Resolution adopted by the Board of Trustees at a meeting on March 4, 2019, A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____, 2019 A.D.

Village Clerk

(SEAL)

AN ORDINANCE DESIGNATING A
"NO PARKING ZONE"

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: It shall be unlawful for any person, firm or corporation to park or
permit to be parked a motor vehicle at any time on the following designated street within the
corporate limits of the Village of Arlington Heights:

North side of Seegers Rd., 250' West of Arlington Heights Rd.
South side of Seegers Rd., 200' West of Arlington Heights Rd.
North side of Seegers Rd., 175' East of Arlington Heights Rd.
South side of Seegers Rd., 250' East of Arlington Heights Rd.

North side of White Oak St. from Evergreen Ave. to 175 ft East
of Arlington Heights Rd.
South side of White Oak St. from Evergreen Ave. to Pine Ave.

East and West side of Tonne Rd. from Algonquin Rd. to 250 ft
North of Falcon Dr.

SECTION TWO: That the Village Manager is hereby directed to install appropriate
signs to effectuate the purposes of this ordinance.

SECTION THREE: That any person, firm or corporation violating any of the terms
of this ordinance shall be fined not more than \$750.00 for each such offense.

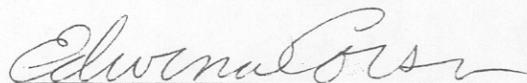
SECTION FOUR: That any and all ordinances in conflict with the provisions of this
ordinance are hereby repealed.

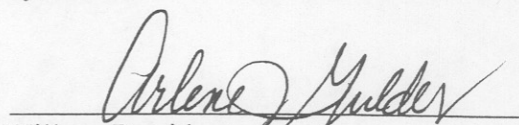
SECTION FIVE: This ordinance shall be in full force and effect from and after its
passage, approval, publication in pamphlet form, and the posting of such signs in the manner
provided by law.

AYES: WALTON, STENGREN, HAYES, GUAGLIARDO, TOLJANIC, JENSEN, KUCERA, DADAY,
NAYS: NONE MULDER

PASSED AND APPROVED this 21st day of February, 2000.

ATTEST:


Village Clerk


Village President