

Clerks office



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

Resolution - 1510
2015-0350

BUREAU OF DESIGN

Village of Orland Park/State of Illinois
Illinois Route 43 Improvement
FAP Route 348
STATE Section: (3127-1)N-1 (14)
Job No.: C-91-234-15
Agreement No.: JN-115-046
Contract No.: 60X85
County: Cook



August 4, 2015

The Honorable Daniel J. McLaughlin
Mayor
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462

Dear Mayor McLaughlin:

The Agreements for the subject improvement has been executed by this Department.

Enclosed are original counterparts of the executed Agreements for your records and files.

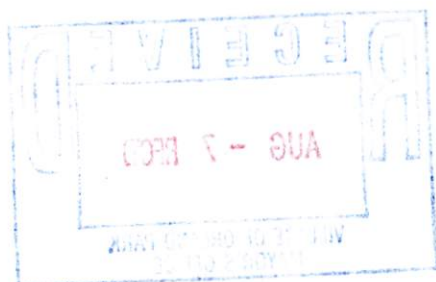
If you have any questions or need additional information, please contact Mr. Ray Ritchie, Agreement Specialist, at (847) 705-4238, or Ms. Lesia Banks, Assistant Agreement Specialist, at (847) 705-4553.

Very truly yours,

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

By: *Jose A. Dominguez*
Jose A. Dominguez, P.E.
Project Support Engineer

Enclosures



FAP Route 348
Illinois Route 43
State Section: (3127-1) N-1 (14)
County: Cook
Job No.: C-91-234-14
Agreement Number: JN-115-046
Contract No.: 60X85

AGREEMENT

This Agreement entered into this _____ day of _____, 2015 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 ORLAND
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 1,548 lineal feet of
Illinois Route 43 at 151st Street, STATE Job No.: C-91-234-14, STATE Contract
Number 60X85, STATE Section (3127-1) N-1 (14), by widening Illinois Route 43 to
the west in order to add an exclusive southbound to westbound right turn lane and
widening 151st Street to the south to add an additional eastbound to northbound left
turn lane. The traffic signals will also be modernized, concrete barrier median will be
installed, lighting foundations will be removed, 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.

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.

5. 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.

6. 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.
7. 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.
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 43 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. 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).
12. 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.
13. Upon final field inspection of the improvement and so long as Illinois Route 43 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.
14. 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, and VILLAGE owned utilities including appurtenances thereto. The VILLAGE further agrees to continue to maintain the west leg of 151st Street in its entirety.

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 43. Drainage facilities, if any, at the aforementioned side roads

located within the STATE right-of-way shall be the maintenance responsibility of the STATE unless there is an agreement specifying different responsibilities.

15. 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 September 9, 2011.

16. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax

Identification number is 36-6006035 and it is doing business as a "GOVERNMENTAL ENTITY", whose mailing address is

14700 Rainier Avenue Orlando Park IL
60462

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 ORLAND PARK

By:

David S. McLaughlin
(Signature)

By:

David S. McLaughlin
(Print or Type)

Title:

Village President

Date:

7-15-15

Attest:

[Signature]

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By:

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

Date:

8-3-15

Job No.: C-91-234-14

Agreement No.: JN-115-046

the State of Illinois, County of Cook, I, the undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Court.

Witness my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1933.

[Handwritten signature]

[Handwritten text]

[Handwritten text]

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[Handwritten text]

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PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Illinois Route 43 at 151st Street, known as FAP Route 348, STATE Section (3127-1) N-1 (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



Title

Village President

Date

7-15-15

TIN CERTIFICATION

The VILLAGE certifies that:

The number shown on this form is the VILLAGE's correct taxpayer identification number (or the VILLAGE) is waiting for a number to be issued to them), and

The VILLAGE is not subject to backup withholding because: (a)the VILLAGE is exempt from backup withholding, or (b) the VILLAGE has not been notified by the Internal Revenue Service (IRS) that the VILLAGE is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the VILLAGE no longer subject to back-up withholding , and

The VILLAGE's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number:

36-6006035

Legal Status

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Limited Liability Company (select applicable tax classification)
<input type="checkbox"/> D= Disregarded entity
<input type="checkbox"/> C= Corporation
<input type="checkbox"/> P= Partnership |

EXHIBIT A	
ESTIMATE OF COST	Contract 60X85

Type of Work	FEDERAL		STATE		VILLAGE OF ORLAND PARK		ORLAND FIRE PROTECTION DISTRICT		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$568,000	80%	\$142,000	20%		N/A%		N/A%	\$710,000
P&C Engineering (15%)	\$85,200	80%	\$21,300	20%		N/A%		N/A%	\$106,500
TRAFFIC SIGNALS									
IL 43 and 151st Street:	\$192,000	80%	\$31,992	13.33%	\$16,008	6.67%		N/A%	\$240,000
P&C Engineering (15%)	\$28,800	80%	\$4,799	13.33%	\$2,401	6.67%		N/A%	\$36,000
Emergency Vehicle Pre-emption		N/A%		N/A%		N/A%	\$6,000	100%	\$6,000
P&C Engineering (15%)		N/A%		N/A%		N/A%	\$900	100%	\$900
Village Requested Illuminated Street Name Signs		N/A%		N/A%	\$ 3,000	100%		N/A%	\$3,000
P&C Engineering (15%)		N/A%		N/A%	\$ 450	100%		N/A%	\$450
LIGHTING									
Removal of a Locally Owned Light Pole Foundation, SW Corner of Intersection		N/A%		N/A%	\$ 500	100%		N/A%	\$500
P&C Engineering (15%)		N/A%		N/A%	\$ 75	100%		N/A%	\$75
TOTAL	\$874,000		\$200,091		\$22,434		\$6,900		\$1,103,425

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.



VILLAGE OF ORLAND PARK

Certification

14700 Ravinia Avenue
Orland Park, IL 60462
(708) 403-6150

STATE OF ILLINOIS COUNTIES OF COOK AND WILL

I, John C. Mehalek, DO HEREBY CERTIFY that I am the duly elected and qualified Village Clerk of the Village of Orland Park, Illinois, and as such Village Clerk I am the keeper of the minutes and records of the proceedings of the Board of Trustees of said Village and have in my custody the minutes and books of the records of said Village.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of:

Resolution No. 1510

I DO FURTHER CERTIFY that the original Resolution of which the foregoing is a true copy is entrusted to my care for safekeeping and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village Of Orland Park aforesaid, at the said Village, in the Counties and State aforesaid, this 7th day of July 2015.



John C. Mehalek, Village Clerk

CORPORATE
SEAL

VILLAGE OF ORLAND PARK

**14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us**

Resolution No: 1510

File Number: 2015-0350

**FUNDING RESOLUTION (JOINT AGREEMENT WITH ILLINOIS DEPARTMENT OF
TRANSPORTATION FOR IMPROVEMENT OF ILLINOIS ROUTE 43 AT 151ST STREET**

VILLAGE OF ORLAND PARK STATE OF ILLINOIS, COUNTIES OF COOK AND WILL

VILLAGE OF ORLAND PARK

Resolution No: 1510

FUNDING RESOLUTION (JOINT AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENT OF ILLINOIS ROUTE 43 AT 151ST STREET

WHEREAS, the VILLAGE OF ORLAND PARK has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of 1,548 lineal feet of Illinois Route 43 at 151st Street, known as FAP Route 348, State Job. No. C-91-234-14, State Contract No. 60X85, State Section No. (3127-1)N-1(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 BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, that there is hereby appropriated the sum of TWENTY-TWO THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS (\$22,434.00) 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, and receipt of an invoice, 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 the 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.

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.

This Resolution shall be in full force and effect upon its adoption as provided by law.

PASSED this 6th day of July, 2015

/s/ John C. Mehalek

John C. Mehalek, Village Clerk

Aye: 7 Trustee Fenton, Trustee Dodge, Trustee Gira, Trustee Griffin Ruzich, Trustee Calandriello,
Trustee Carroll, and President McLaughlin

Nay: 0

VILLAGE OF ORLAND PARK

Resolution No: 1510

DEPOSITED in my office this 6th day of July, 2015

/s/ John C. Mehalek

John C. Mehalek, Village Clerk

APPROVED this 6th day of July, 2015

/s/ Daniel J. McLaughlin

Daniel J. McLaughlin, Village President

ORDINANCE REFERENCES FOR "EXHIBIT C"

Requests for Code Sections Reference Village Code (VC) and Land Development Code (LDC)

No Parking

1. No Parking For 143rd, LaGrange and 159th: VC 9-9-8

See numerous streets for No Parking items:
20, 21, 22, 25, 27, 36, 38, 61, 69, 70, 76, 83,