

RESOLUTION NO. KB-07

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ILLINOIS,  
AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF UNDERSTANDING WITH THE  
ILLINOIS DEPARTMENT OF TRANSPORTATION REGARDING PROJECT LU-818-007**

**WHEREAS**, the Village of Dupo, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and,

**WHEREAS**, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on March 5, 2017 at 7:00 p.m., before the Village Board of Dupo; and,

**WHEREAS**, the Illinois Department of Transportation is undertaking certain maintenance (cleaning and painting, etc.) and other work to structure #082-0219 which carries Federal Aid Interstate (FAI) 255 (I-255) over McBride Avenue; and,

**WHEREAS**, during these activities McBride Avenue will be closed and traffic will be detoured using Stolle Road and Industrial Drive; and,

**WHEREAS**, the maintenance and other work to be performed to the aforementioned structure will benefit the residents of the Village of Dupo, Illinois and the traveling public; and,

**WHEREAS**, it is necessary that the Village of Dupo, Illinois and the State of Illinois/Illinois Department of Transportation agree to the responsibilities of each party through the attached Letter of Understanding, attached hereto as **Exhibit A**, and incorporated herein by reference; and,

**WHEREAS**, it is necessary that the Letter of Understanding be executed by the Mayor of the Village of Dupo, Illinois on behalf of the Village; and,

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

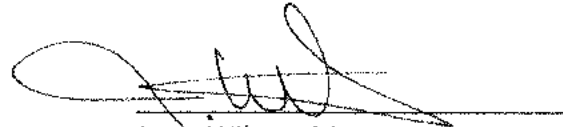
1. That the recitals set forth above in the preamble of this Resolution are hereby incorporated into this Resolution as recommendations of the Village Board of Trustees of the Village of Dupo, Illinois.
2. That the Mayor, on behalf of the Village of Dupo, Illinois, is hereby authorized to execute the Letter of Understanding attached hereto as **Exhibit A**, and the Village Clerk is hereby authorized to seal the same if necessary.

3. That the Mayor on behalf of the Village of Dupo, Illinois is hereby authorized to take such additional action as may be required to accomplish the Village's responsibilities pursuant to the Letter of Understanding (**Exhibit A**).

**PASSED** this 5th day of March, 2018 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Chris Ragsdale	—	—	X	—
Ben Kenner	—	—	X	—
James Smith	X	—	—	—
Joe Basinski	X	—	—	—
Ken Phillips	X	—	—	—
Kerry Foster	X	—	—	—

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 5th day of March, 2018.

  
 Jerry Wilson, Mayor  
 Village of Dupo, Illinois

ATTEST:

  
 MARK NADLER, VILLAGE CLERK

(SEAL)



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 5 / District 8  
1102 Eastport Plaza Drive / Collinsville, Illinois 62234-6198

February 20, 2018

LETTER OF UNDERSTANDING  
LU-818-007  
FAI Route 255 (I-255)  
Section 82-6BP-1  
St. Clair County  
Contract 76L40

Honorable Jerald Wilson  
Board President of the Village of Dupu  
107 North Second Street  
Dupu, IL 62239

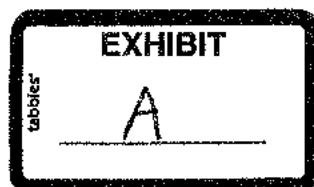
Dear Board President Wilson:

The State of Illinois, acting by and through its Department of Transportation, hereinafter known as the "STATE", in cooperation with the Village of Dupu, hereinafter known as the "VILLAGE", in order to facilitate the free flow of traffic and to increase the safety to the motoring public, is desirous of improving structure number 082-0219 which carries Federal Aid Interstate (FAI) 255 (I-255) over McBride Avenue.

Work to be performed on FAI Route 255 shall consist of cleaning and painting the existing structural steel and performing all other work necessary to complete the improvement in accordance with the plans and specifications to be known as Section 82-6BP-1.

During construction, McBride Avenue will be closed for up to 14 consecutive calendar days in the location of the project and traffic will be detoured using Stolle Road to the north and Industrial Drive to the south. The closure will be scheduled between June 4, 2018 and August 5, 2018 to avoid disrupting school traffic.

In order to advance this improvement, which is desired and which will be of benefit to the residents of Dupu, as well as the traveling public, it is necessary that the VILLAGE and the STATE agree to the responsibilities of each party. This letter and the acceptance thereof by the VILLAGE shall constitute such agreement. These responsibilities are as follows:



1. The STATE agrees to make the surveys, 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 plans, specifications and contract, and pay all the costs incidental thereof.

2. The STATE agrees to pay for all construction and engineering costs.

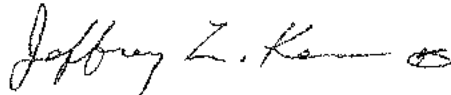
The estimated cost for this improvement is \$173,000.

3. The VILLAGE agrees to allow the STATE to detour traffic from McBride Avenue to Industrial Drive. The VILLAGE agrees to continue to maintain, or cause to be maintained, Industrial Drive during its use as a detour.
4. The VILLAGE agrees to allow the STATE to detour traffic from McBride Avenue to Stolle Road. The VILLAGE agrees to continue to maintain, or cause to be maintained, that portion of Stolle Road currently maintained by the VILLAGE during its use as a detour.
5. The VILLAGE agrees to allow the STATE, its Representatives and Contractors, to enter upon VILLAGE right-of-way or easements to perform construction and maintenance without compensation other than the completion of the proposed improvements.
6. Upon completion of the improvement and so long as FAI Route 255 is used as a State Highway, the STATE agrees to continue to maintain or cause to be maintained FAI Route 255 from right-of-way line to right-of-way line.
7. Upon completion of the improvement, the VILLAGE agrees to continue to maintain, or cause to be maintained, those roads and rights-of-way previously maintained by the VILLAGE.
8. It is mutually agreed that the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of this Letter of Understanding.
9. It is mutually agreed that this Letter of Understanding shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

LETTER OF UNDERSTANDING  
LU-818-007  
Village of Dupo  
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If the conditions contained herein are acceptable to the Village of Dupo, it is requested that you as the Board President of the Village of Dupo sign this Letter of Understanding on behalf of the Village of Dupo and return one copy to this office along with the Resolution approving plans.

Sincerely,

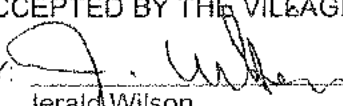


Jeffrey L. Keirn, P.E.  
Region Five Engineer

Attachments

ACCEPTED BY THE VILLAGE OF DUPO

BY: \_\_\_\_\_

  
Jerald Wilson  
Board President, Village of Dupo

DATE: \_\_\_\_\_

2/22/2018