

RESOLUTION *3-85*

WHEREAS, the VILLAGE OF CHATHAM has entered into an Agreement with the STATE OF ILLINOIS, relative to the improvement of F.A.U. Route 8147, Village Section 84-00015-00-BR; 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 thirteen thousand one hundred twenty-five (\$13,125.00) dollars, from Motor Fuel Tax funds or any money now, or hereinafter allotted the VILLAGE to pay its share of the cost of the 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 Dpeartment of Transportation of the State of Illinois, in a lump sum from Motor Fuel Tax funds or any funds allotted to the VILLAGE, an amount equal to 95% of its obligation incurred under this Agreement, and will pay to the said Department the remainder of the obligation in a lump sum, upon completion of the project based upon final costs.

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

APPROVED

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF SANGAMON )

\_\_\_\_\_, 19\_\_\_\_

I, *Donna J. Hedingger*,  
Village Clerk, in and for the  
Village of Chatham, hereby  
certify the foregoing to be a  
true, perfect and complete copy  
of a Resolution adopted by the  
Village Board at a meeting  
on *Feb. 26*, 19*85*.

DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
District Engineer

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and seal  
this *26* day of *Feb*,  
A.D., 19*85*.

*Donna J. Hedingger*  
Village Clerk

JOINT AGREEMENT  
FOR CONSTRUCTION PHASE  
FAUS PROJECT M-5082(3)

AGREEMENT:

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1985, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, the VILLAGE OF CHATHAM, acting through its PRESIDENT AND BOARD OF TRUSTEES, hereinafter called the VILLAGE, and the COUNTY OF SANGAMON, acting through its COUNTY BOARD, hereinafter called the COUNTY. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration, hereinafter referred to as FHWA.

WITNESSETH:

WHEREAS, the STATE, the COUNTY and the VILLAGE, in order to facilitate the free flow of traffic and insure safety to the motoring public are desirous of improving approximately 550 feet of Downing Drive (FAU Route 8147) to accommodate a structure and approaches to cross Polecat Creek in the VILLAGE OF CHATHAM in SANGAMON COUNTY, ILLINOIS, VILLAGE Section 84-00015-00-BR, FAUS Project M-5082(3), hereinafter called the PROJECT. The PROJECT includes the construction of a single span, precast prestressed concrete deck beam bridge, 66'-6" back to back of abutments with a roadway width of 30' face to face of rails on spill through concrete abutments on steel piles. The approach roadway will be 30' with a 22' bituminous concrete surface. Also included in this improvement are entrance culverts and other appurtenances necessary to complete the improvement in accordance with the plans and specifications; and

WHEREAS, Federal Aid Urban funds are available for use on this project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The COUNTY agrees to make the surveys and prepare plans, specifications and estimates

and submit them to the VILLAGE and STATE for approval. The COUNTY further agrees to cooperate and consult with the VILLAGE and STATE regarding the design of the improvement as the work of preparing plans and specifications progresses.

2. The COUNTY agrees to provide construction engineering supervision.
3. The COUNTY agrees to appropriate sufficient funds to reimburse the STATE for construction costs in an amount equal to the share of the actual cost, as set forth in paragraphs 4 and 5.
4. It is mutually agreed that the proportional participation of the improvement is as follows:

	Total	Village	County	FAU
Preliminary Engrg.			100%	
Construction Engrg.			100%	
Construction Cost	12.5%	12.5%	** 75%	

\*\* Up to a maximum of \$82,000 00

5. It is mutually agreed that the estimate cost of the improvement is as follows:

	Total	Village	County	FAU
Preliminary Engrg.	\$8,160		\$8,160	
Construction Engrg.	10,000		10,000	
Construction Costs	105,000	13,125	13,125	** 78,750

\*\* Up to a maximum of \$82,000.00

6. The VILLAGE and COUNTY agree to pay the total cost of any non-participating construction costs on a 50-50 basis.
7. The VILLAGE has passed a resolution appropriating sufficient funds from Motor Fuel Tax funds or any funds allotted to the VILLAGE to pay its share of the costs of this improvement, a copy of which is attached as "Exhibit A" and made a part hereof.
8. It is anticipated that no additional right-of-way/or easements need be acquired to construct this project. In the event that additional right-of-way or easements are required, such right-of-way or easements shall be acquired by and at the expense of the VILLAGE.

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9. The VILLAGE will move, remove, replace or adjust all VILLAGE-owned utilities without cost to the COUNTY or STATE, where removal, replacement or adjustment of these facilities is necessary to construct the improvement in its entirety.
10. The VILLAGE agrees to exercise its franchise rights to cause private utilities to be relocated at no expense to the COUNTY or STATE.
11. The VILLAGE agrees to maintain, or cause to be maintained, the completed improvement in a manner satisfactory to the STATE and the FHWA.
12. The VILLAGE and COUNTY agree to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Opportunity and Non-discrimination Regulations required by the U.S. Department of Transportation.
13. Prior to the STATE's advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined with representatives from the VILLAGE, the STATE, and the FHWA.

The VILLAGE has adopted and will put into effect, prior to the STATE's advertising for the work to be performed hereunder an appropriate ordinance relative to the disposition of encroachments, and prohibiting, in the future, any new encroachments within the limits of the improvement, a copy of which is attached hereto as Exhibit "B".

14. The parties hereto mutually agree that failure on the part of the VILLAGE to fulfill the responsibilities covered in Item 13 of this Agreement, will render the VILLAGE ineligible for Federal-aid participation in the future highway projects for which they have similar responsibilities, for as long as such failures remain uncorrected.
15. The VILLAGE agrees to preserve and produce upon request of responsible STATE or FHWA officials all records for this project for the purpose of an audit for a period of three years after the FHWA payment of the final voucher.
16. Upon award of the contract for this improvement, the VILLAGE and the COUNTY will pay to

the STATE, in a lump sum, an amount equal to 95% of the VILLAGE's and the COUNTY's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the VILLAGE's and the COUNTY's obligation (including any non-participating costs) in a lump sum, upon completion of the project based upon final costs.

17. The STATE agrees to receive bids for the construction of the proposed improvement when the plans have been approved by the STATE.
18. The STATE agrees to award a contract for construction of the proposed improvement after receipt of a satisfactory bid and after concurrence in the award has been received from both the VILLAGE and the COUNTY.
19. It is mutually agreed that this agreement shall be null and void in the event that the FHWA does not approve the proposed improvement for Federal-Aid participation and in the event the contract covering the construction work contemplated herein is not awarded within three years of the execution date of this Agreement.
20. It is mutually agreed that this Agreement shall be binding upon the parties, their successors and assigns.

ATTEST

Anna J. Hedinger  
Village Clerk

VILLAGE OF CHATHAM

By John F. White  
President

Date 2-26-85

ATTEST

\_\_\_\_\_  
County Clerk

SANGAMON COUNTY

By \_\_\_\_\_  
County Board Chairman

Date \_\_\_\_\_

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Director of Highways

Date \_\_\_\_\_

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