

VILLAGE OF CHATHAM, ILLINOIS

RESOLUTION NO. 49 -99

**A RESOLUTION ACCEPTING A REIMBURSABLE AGREEMENT BETWEEN
THE VILLAGE OF CHATHAM AND THE ILLINOIS DEPARTMENT OF
TRANSPORTATION FOR ROAD IMPROVEMENTS AT GORDON DRIVE AND
PLUMMER BLVD.**

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, ILLINOIS THIS 21ST DAY OF DECEMBER, 1999

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, this 21st day of December, 1999

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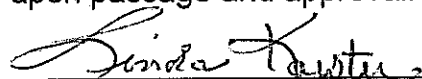
WHEREAS, the Village of Chatham, Illinois has requested and will receive money for the construction of Plummer Boulevard from Gordon Drive to the High School entrance, known as Section 99-00023-00-PV State Job Number C-96-217-00 and

WHEREAS, The State of Illinois Department of Transportation has presented the Village of Chatham a Reimbursable Agreement, attached hereto and made a part of, for the Village to sign and return; and

NOW, THEREFORE, in consideration of the mutual covenants contained therein be it resolved by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois as follows:

Section 1: That the President is authorized to sign the Reimbursable agreement .

Section 2: This Resolution is effective upon passage and approval.



Linda L. Koester, President
Village of Chatham

ATTEST: 

Robert A. Krueger, Clerk

YEAS: 5
NAYS: 0
ABSENT: _____

PASSED: 12-21-99
APPROVED: 12-21-99

RESOLUTION CERTIFICATE

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON) SS.

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the Resolution attached hereto is a full, true, and exact copy of Resolution No. _____ - 99, adopted by the President and Board of Trustees of said Village on the _____ day of _____, 1999, said Resolution being entitled:

A RESOLUTION ACCEPTING A REIMBURSABLE AGREEMENT BETWEEN THE VILLAGE OF CHATHAM AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR ROAD IMPROVEMENTS AT GORDON DRIVE AND PLUMMER BLVD.

I do further certify that prior to the making of this certificate, the said Resolution was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this _____ day of _____, 1999.

Robert A. Krueger, village Clerk

REIMBURSABLE AGREEMENT

THIS REIMBURSABLE AGREEMENT is entered into this _____ day of _____, 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 CHATHAM, in the State of Illinois, hereinafter called the LOCAL AGENCY.

WITNESSETH

WHEREAS, the parties hereto, in the interest of safety and efficient movement of vehicular and pedestrian traffic are desirous to complete various road repairs and will be identified as Section 99-00023-00-PV and STATE Job No. C-96-217-00, and hereinafter referred to as the PROJECT; and

WHEREAS, the 91st General Assembly appropriated, by Public Act 91-20 (SB 630), Article 24a, Section 89, \$3,067,300 from the Fund for Illinois' Future to the Department of Transportation for improvements to later be identified by the Illinois State House of Representatives; and,

WHEREAS, the parties hereto are desirous of said PROJECT in that same will be of immediate benefit to the residents of the area and permanent in nature; and

WHEREAS, the Illinois State House of Representatives designated \$200,000 of the appropriated \$3,067,300 be used for various road repairs in the Village of Chatham; and,

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

I. THE LOCAL AGENCY AGREES:

1. To prepare or cause to be prepared the plans, specifications and contract documents; advertise for, receive bids and award the contract for the construction of the PROJECT, in accordance with methods prescribed by the STATE, and cause project to be built following MFT procedures as found in the Manual of Administrative Policies of the Bureau of Local Roads & Streets in accordance with the plans, specifications and contract as approved by the STATE.
2. To certify to the STATE that all necessary right-of-way for the PROJECT has been obtained (if right-of-way is required) or that no additional right-of-way is required.
3. To exercise its franchise rights to cause private utilities to be relocated at no expense to the STATE.
4. To maintain, for a minimum of three (3) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documents are not available to support their purported disbursement.

5. To maintain or cause to be maintained, in a manner satisfactory to the STATE, the completed improvement.

II. IT IS MUTUALLY AGREED

1. The disposition of encroachments, if any, shall be cooperatively determined by representatives by the LOCAL AGENCY and the STATE.
2. That the estimated Division of Costs of the PROJECT are:

	<u>STATE (100%)</u>	<u>VILLAGE (BALANCE)</u>	<u>TOTAL</u>
Roadway			
Improvements	\$200,000	0	\$200,000
TOTAL	\$200,000	0	\$200,000

*** NOT TO EXCEED \$200,000**

3. The STATE agrees to pay 100% of the costs, up to a maximum amount of \$200,000 for the PROJECT from FY 2000 Illinois Future Funds, based upon the award contract amount. Any funds required to complete the PROJECT in excess of the \$200,000 will be the responsibility of the LOCAL AGENCY. The STATE will pay the LOCAL AGENCY 95% of its share of the construction and engineering costs upon award of the contract by the LOCAL AGENCY and receipt of a letter certifying such award and requesting said payment.

The balance will be reimbursed upon completion of the improvement and acceptance by the STATE.

4. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein or if the contract covering the work contemplated herein is not awarded within three years subsequent to execution of the agreement.
5. The STATE shall furnish to the LOCAL AGENCY a sign identifying the contract as an Illinois FIRST project. The sign will be installed by the LOCAL AGENCY at the beginning and ending limits of the project in accordance with instructions provided by the STATE. Within 30 days after project completion the signs shall be returned to the STATE.
6. The LOCAL AGENCY will comply with the requirements of the Illinois State Agency Historic Resources Preservation Act, the Illinois Endangered Species Protection Act, the Interagency Wetland Policy Act of 1989 and the Illinois Farmland Preservation Act.
7. This Agreement shall be binding upon and inure to the benefits of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Reimbursable Agreement to be executed in quintuplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed this

VILLAGE OF CHATHAM

21 day of December.

Linda Kaester
Mayor

ATTEST:

[Signature]
Village Clerk

APPROVED BY THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Director of Highways

Date