

RESOLUTION NO 28-10


A RESOLUTION TO AUTHORIZING SIGNATURE OF AN
INTERGOVERNMENTAL AGREEMENT REGARDING
SIDEWALK ON ROUTE 4 IMPROVEMENT

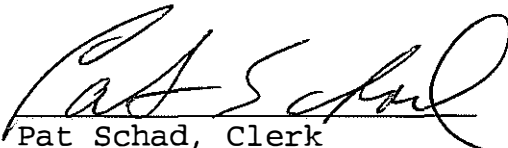
WHEREAS, the Intergovernmental Cooperation Act, 20 ILCS 220/1 et seq., authorizes the State of Illinois, acting by and through the Department of Transportation and the Village of Chatham to enter into an agreement which is beneficial to the citizens of the Village of Chatham.

NOW, THEREFORE, 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 said agreement attached hereto as Exhibit "A".

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


Thomas S. Gray, President
Village of Chatham

ATTEST: 
Pat Schad, Clerk

HERR BOYLE MAUR KAVANAGH

YEAS: 6 REYNOLDS SCHATEMAN PASSED: 8-10-10
NAYS: 0 APPROVED: 8-10-10
ABSENT: 0

FAP Route 662(IL 4)
Section H(RS-10,B-2)
County Sangamon
Job No. C-96-073-09
Agreement No. JN 611-001
Contract No. 72A73

AGREEMENT

This agreement entered into this _____ day of _____, A.D., 2010, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the Village of Chatham, of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 5600 feet of Main Street, FAP Route 662 (IL 4), State Section H(RS-10,B-2), by milling and resurfacing IL 4 from just south of North Cottonwood Drive, to just north of Church Street, providing two 12 foot through traffic lanes in each direction, a 10 foot and variable width center turn lane from just south of North Cottonwood Drive to just south of Walnut Street, constructing new 5 foot PCC sidewalks on the east side of the roadway from Plummer Boulevard to North Cottonwood Drive, removing and reconstruction the structure over Polecat Creek just north of North Cottonwood Drive, constructing curb and gutter and a storm sewer system for highway drainage at the structure 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 plans, specifications and contract.

2. The STATE agrees to pay for all right-of-way, construction and engineering costs 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 follows:

TYPE OF WORK	FEDERAL		STATE		VILLAGE		TOTAL
	COST	%	COST	%	COST	%	
All Construction costs excluding the following	\$2,363,200.00	80	\$590,800.00	20	\$0.00	0	\$2,954,000.00
Sidewalk	\$0.00	0	\$36,800.00	80	\$9,200.00	20	\$46,000.00
SUBTOTAL	\$2,363,200.00		\$627,600.00		\$9,200.00		\$3,000,000.00
P&C Engineering (15%)	\$354,480.00		\$94,140.00		\$1,380.00		\$450,000.00
TOTAL	\$2,717,680.00		\$721,740.00		\$10,580.00		\$3,450,000.00

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering.

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 agrees that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the VILLAGE will pay to the

DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the VILLAGE an amount equal to the VILLAGE share, \$10,580.00, divided by the estimated construction costs, \$3,300,000.00, multiplied by the actual progress payment (appropriately adjusted for non-participating costs on FA projects) made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid.

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.

5. The VILLAGE will 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".
6. The VILLAGE will continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".
7. The VILLAGE will continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit E".
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 FAP Route 662 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 the facility, and to abide by all conditions set forth therein.
13. Upon final field inspection of the improvement and so long as (IL 4) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the two through traffic lanes lying one on either side of the centerline and the center turn lane, left-turn and right-turn lanes, each lane being 10 feet and variable in width, and the ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
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, sidewalks, VILLAGE owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain

the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids, plus structural failures to a maximum length of 12 feet between adjacent manholes. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE. 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 4. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the VILLAGE unless there is an agreement specifying different responsibilities.

15. The VILLAGE agrees to provide written approval of that portion of the plans and specifications relative to the VILLAGE financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
16. Obligations of the STATE and 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.
17. 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.

Attest:

Clerk

(SEAL)

By: Thomas S Gray
TITLE: Village President
Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Region 4 Engineer

Date: _____

MUNICIPAL
CERTIFICATE

STATE OF ILLINOIS)

)SS

COUNTY OF SANGAMON)

I, Patrick Schad, Village Clerk, in and for the Village of Chatham of the State of Illinois, hereby certify that Tom Gray, Board President of the Village of Chatham, was duly authorized to execute the foregoing Agreement on behalf of the Village Board of the Village of Chatham, pursuant to an ordinance adopted by the Village Board at a meeting on _____, AD20_____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, AD 20_____.

Village Clerk

(SEAL)

PLAN APPROVAL

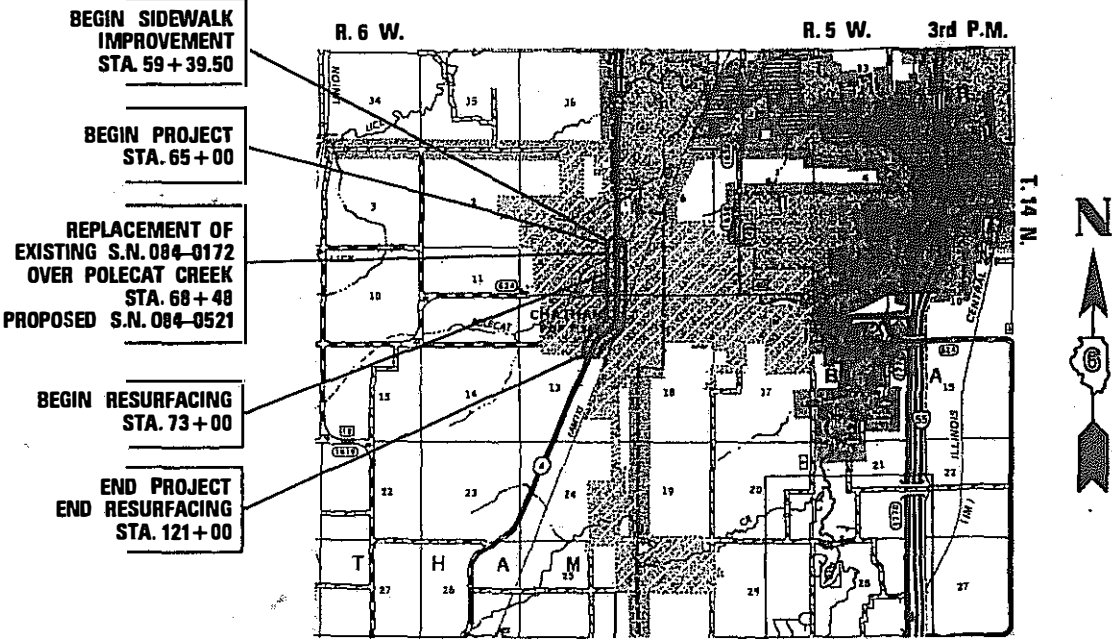
WHEREAS, in order to facilitate the improvement of FAP 662, known as IL 4, State Section H(RS-10,B-2) Village of Chatham, Sangamon County, hereby approves that portion of the plans and specifications relative to the Village financial and maintenance obligations for the proposed construction.

Approved _____
(Date)

By Thomas A Gray

Title Village President

LOCATION MAP EXHIBIT A



LOCATION MAP

NET LENGTH OF PROJECT = 5,600 FEET = 1.061 MILES



RESOLUTION

EXHIBIT "B"

WHEREAS, the VILLAGE of Chatham has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of FAP 662, known as IL 4, State Section H(RS-10,B-2); 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 ten thousand five hundred and eighty dollars (\$10,580.00) 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 receipt of the first and subsequent progress payments made to the CONTRACTOR, the VILLAGE will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the VILLAGE, an amount equal to the VILLAGE share \$10,580.00 divided by the estimated construction costs, \$3,300,000.00, multiplied by the actual progress payment made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid.

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.

STATE OF ILLINOIS)
COUNTY OF SANGAMON)

I, Patrick Schad, VILLAGE Clerk in and for the VILLAGE of Chatham, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the Village Board at a meeting on _____, 20_____.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____ AD, 20_____.

Village Clerk

No. 77-15

AN ORDINANCE REGULATING
PARKING OF MOTOR VEHICLES

BE IT ORDAINED by the President and Board of Trustees of
The Village of Chatham, Illinois.

To amend SECTION NINE of Ordinance 75-3 (An Ordinance
Regulating Parking of Motor Vehicles) to read as follows:

Section Nine: It shall be unlawful to park
any motor vehicle on either side of Illinois Route 4,
also known as Main Street, within the corporate limits
of the Village.

PASSED AND APPROVED May 24, 1977.

John F. Hartung
President

ATTEST:

Quentin A. Shelby
Village Clerk

EXHIBIT D

ORDINANCE NUMBER 77-14

AN ORDINANCE PROHIBITING THE CONNECTION OF SANITARY OR INDUSTRIAL WASTE SEWERS TO STORM WATER DRAINAGE SYSTEMS

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS:

Section I. It shall be unlawful for any person, firm, or corporation to connect or cause to be connected, any drain carrying, or to carry, any toilet, sink, basement, septic tank, cesspool, industrial water, or any fixture or device discharging polluting substances, to any storm water drain in the Village of Chatham.

Section II. Any person, firm or corporation violating this ordinance shall be fined not less than Fifty Dollars, nor more than Two hundred Fifty Dollars for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

ATTEST:

John F. [Signature]
President

[Signature]
Village Clerk

EXHIBIT E

AN ORDINANCE REGULATING ENCROACHMENT
ON PUBLIC RIGHT OF WAY IN THE VILLAGE OF CHATHAM
SANGAMON COUNTY, ILLINOIS

77-13

WHEREAS, the Village of Chatham, hereinafter known as the VILLAGE, and the State of Illinois, acting by and through its Department of Transportation, hereinafter known as the STATE, have entered into an Agreement relative to the improvement of Illinois Route 4 (FA Route 68, State Section H-RS-6, Village Section 76-00010-00-TL), from one mile north of the north corporate limits of Chatham to the south corporate limits of Chatham; and,

WHEREAS, in order to facilitate said improvement, it is necessary for the VILLAGE to adopt an ordinance regulating encroachments on the right of way for said improvement in accordance with the following definition:

Roadway Right of Way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by temporary easement during the time the easement is in effect;

Project Right of Way is defined as those areas within the project right-of-way lines established jointly by the VILLAGE, STATE, and the Federal Highway Administration, which will be free of encroachments except as hereinafter defined;

Encroachment is defined as any building, fence, sign or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located or maintained, in, on, under, or over any portion of the project right of way or the roadway right of way where no project right of way line has been established.

Permissible Encroachment is defined as any existing awning, marquee, advertising sign or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is a sidewalk extending to the building lane and which does not impair the free and safe flow of traffic on the highway, the permissive retention of overhanging signs is not to be construed as being applicable to those signs supported from poles constructed outside the project right-of-way line and not confined by adjacent buildings;

Construction Easement Area is defined as the area lying between the project right-of-way limits and the platted street limits within which the VILLAGE, by concurrence in the establishment of the project right-of-way lines, will permit the STATE to enter to perform all necessary construction operations; and,

WHEREAS, representatives of the VILLAGE, the STATE, and the Federal Highway Administration have, by visual inspection, cooperatively established project right-of-way lines and have mutually determined the disposition of encroachments;

NOW, THEREFORE, BE IT ORDAINED, by the Village of Chatham, Sangamon County, Illinois:

Section 1: It shall be unlawful for any person, firm, or corporation to erect or cause to be erected, to retain or cause to be retained, any ENCROACHMENT (herein above defined), except as provided in Section 3, within the limits of the project right of way or roadway right of way, where no project right-of-way lines have been established.