

AN ORDINANCE APPROVING AN AGREEMENT WITH SANGAMON COUNTY

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

SECTION 1. That certain Agreement with Sangamon County attached hereto as Exhibit A, is hereby approved.

SECTION 2. The President is authorized and directed to sign said Agreement on behalf of the Village. The Clerk is authorized and directed to attest said Agreement on behalf of the Village. The proper officers of the Village are authorized and directed to implement said Agreement on behalf of the Village.

SECTION 3. This Ordinance is effective immediately.

PASSED this 26 day of March, 1991.

Carl D. Oblinger
CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:

Rose M. Miller
Clerk

AYES: 6

NAYS: 0

PASSED: 3/26/91

APPROVED: 3/26/91

ABSENT: 0

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

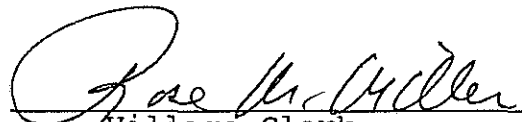
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 91-10, adopted by the President and Board of Trustees of said Village on the 26th day of March, 1991, said Ordinance being entitled:

AN ORDINANCE APPROVING AN AGREEMENT WITH SANGAMON COUNTY

I do further certify that prior to the making of this certificate, the said Ordinance 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 26th day of March, 1991.



Village Clerk

PREPARED BY:

John M. Myers
PFEIFER & KELTY, P.C.
1300 South Eighth Street
P. O. Box 1858
Springfield, IL 62705-1858
Telephone: 217/528-5604

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, A.D., 1991, by and between the County of Sangamon, State of Illinois, hereinafter called the COUNTY, and the Village of Chatham, Illinois, hereinafter called the VILLAGE.

WITNESSETH

WHEREAS, the COUNTY intends to reconstruct County Highway 22 (Boy Scout Road) during calendar year 1991, beginning at Woodside Road and extending in a southerly direction to the north corporate limits of the VILLAGE (Station 142+69), said improvement designated Section 89-00164-01-FP and hereinafter called the COUNTY PROJECT; and,

WHEREAS, the extension of the COUNTY PROJECT within the corporate limits of the VILLAGE from Station 142+69 southerly to Station 156+11, hereinafter called the JOINT PROJECT, will be of benefit to both the COUNTY and the VILLAGE; and,

WHEREAS, the COUNTY, Section 89-00164-01-FP and the VILLAGE, Section 89-00016-01-FP, wish to cooperate to achieve construction of said JOINT PROJECT, which is estimated to cost approximately \$100,000.00; and,

WHEREAS, the VILLAGE does not have in its Motor Fuel Tax balance, or in other available funds, sufficient funds to finance the JOINT PROJECT but will receive sufficient funds to pay the costs of the JOINT PROJECT by June, 1993; and,

WHEREAS, the COUNTY is willing to initially pay for the JOINT PROJECT and the VILLAGE is willing to repay the COUNTY for those costs.

NOW, THEREFORE in consideration of the premises and mutual covenants herein set forth, it is agreed that:

1. The JOINT PROJECT will consist of a 24 foot wide bituminous concrete road surface with 8 foot wide shoulders and other necessary appurtenances and incidentals.
2. The COUNTY will add the JOINT PROJECT, to its COUNTY PROJECT, and will be the contracting agency for the entire project and will furnish all construction engineering. The COUNTY will pay all construction costs, subject to reimbursement from the VILLAGE as hereinafter provided.
3. The VILLAGE will repay the actual construction costs loaned by the COUNTY in two installments on or before the following dates:

<u>INSTALLMENT NO.</u>	<u>DUE DATE</u>	<u>AMOUNT</u>
1	12/31/1992	75%
2	05/31/1993	25%

4. The VILLAGE further agrees that upon payment of Installment No. 2, it will assume jurisdiction and maintain that portion of the completed JOINT PROJECT as shown on the jurisdictional transfer AGREEMENT attached and made part hereof as Addendum #1.
5. It is further mutually agreed that the advance of funding by the COUNTY to the VILLAGE will be interest free.
6. This AGREEMENT and the covenants contained herein shall become null and void in the event that the contract for the JOINT PROJECT has not been awarded by June 1, 1991.
7. This AGREEMENT shall be binding upon and inure to the benefits of the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on their behalf by their proper officers, and their seals to be affixed, pursuant to ordinances or resolutions duly passed, adopted and recorded.

DATE: _____

ATTEST:

BY: _____
COUNTY CLERK

DATE: March 26, 1991

ATTEST:

BY: Rose M. Miller
VILLAGE CLERK

DATE: _____

COUNTY OF SANGAMON

BY: _____
CHAIRMAN, COUNTY BOARD

DATE: _____

VILLAGE OF CHATHAM, ILLINOIS

BY: Carl P. Oblinger
VILLAGE PRESIDENT



Illinois Department of Transportation

LOCAL AGENCY AGREEMENT FOR JURISDICTIONAL TRANSFER

Table with 2 columns: Local Agency No. 1 (Conveyor) and Local Agency No. 2 (Recipient). Rows include Municipality, Township/Road District, and County.

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "CONVEYOR", and the above Local Agency No. 2, hereinafter referred to as "RECIPIENT", to transfer the jurisdiction of the designated location from the CONVEYOR to the RECIPIENT.

Location Description

Name Gordon Drive Route FAU 8153 Length 1017.16 Miles .19
Termini From a point .18 miles north of the north edge of pavement of Walnut Street to a point .38 miles north of the north edge of pavement of Walnut Street

This transfer does/does not include Structure No. N/A

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

THE CONVEYOR AGREES to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: 21 days after final inspection by the State Type "B"

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement EXHIBITS #1, #2 and #3 (Insert supplement numbers or letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR Name Title Chairman County Board/Mayor/Village President/etc. Signature

APPROVED BY RECIPIENT Name Title Chairman County Board/Mayor/Village President/etc. Signature

APPROVED STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION By: Director of Highways Date