

RESOLUTION NO. 02-00

*passed
6-0
1/11/00*

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH SANGAMON COUNTY CONCERNING WALNUT/GORDON INTERSECTION IMPROVEMENT

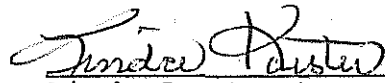
WHEREAS, the Village of Chatham, Illinois ("Village") and Sangamon County ("County"), are units of government of the State of Illinois; and

WHEREAS, intergovernmental agreements are expressly allowed by Article VII, Chapter 10 of the Illinois Constitution of 1970 and by Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5; and

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois as follows:

SECTION 1. the Intergovernmental Agreement attached hereto, marked as exhibit "A", is hereby approved and the appropriate officers are hereby authorized to execute said agreement.


SECTION 2. This Resolution is effective upon passage and approval as provided by law.


Linda L. Koester, President
Village of Chatham

ATTEST: 
Robert A. Krueger, Clerk

YEAS: 6
NAYS: 0
ABSENT: 0

PASSED: 1-11-00
APPROVED: 1-11-00

Local Agency Sangamon County & Village of Chatham	 Illinois Department of Transportation	Section 97-00063-04-TL / 97-00019-00-TL			
Lead Agency Sangamon County		Local Agency Agreement for Federal Participation	Fund Type STU		
		State Contract XXX	Day Labor	Local Contract	RR Force Account

This Agreement is made and entered into between the above local agency (LA) and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. 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.

Location

Local Name _____ Route FAU-8153 Length 0.554 Miles
 Termini Walnut Street (CH 40) and Gordan Drive (FAU 8153) Intersection improvement in Chatham.

Current Jurisdiction Sangamon County and the Village of Chatham

Project Description

Existing Str. No. _____

Intersection improvement with traffic signals.

Type of Work	Division of Cost (SEE ADDENDUM #2)				LA	%	Total
	FHWA	%	State	%			
Participating Construction	()	()	()	()	()	()	
Non-Participating Construction	()	()	()	()	()	()	
Preliminary Engineering	()	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	()	
Right of Way	()	()	()	()	()	()	
Railroads	()	()	()	()	()	()	
Utilities	()	()	()	()	()	()	
TOTAL	_____	_____	_____	_____	_____	_____	

NOTE: The above costs are approximate and subject to change. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

SEE ADDENDUM #2 FOR DIVISION OF COST

Local Agency Appropriation

The LA on March 31, 1999, appropriated, by separate resolution, ordinance or road improvement statement, \$350,000 to pay the LA's share of the cost and will appropriate additional funds, if required, to cover the LA's total cost. LA's share of the cost to be paid with MFT Funds Other Funds.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$350,000 divided by estimated total cost multiplied by actual progress payment.
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-217-98	M-5082(5)				

Agreement Provisions

THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, the STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy For Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 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 department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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 documentation are not available to support their purported disbursement..
- (8) To provide, if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on Page One will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in a lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the State any Federal Funds received under the terms of this Agreement.

Local Agency Sangamon County & Village of Chatham	Section 97-00063-04-TL & 97-00019-00-TL
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- (14) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (15) To include the certifications listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY'S certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on Page One.
- (4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregates, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) It is the policy of the U.S. Department of Transportation that Minority Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Par 23 apply to this agreement. The STATE/LA agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this Agreement. In this regard the STATE/LA shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in part with Federal funds provided under this Agreement. The STATE/LA shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of contractor or subcontractors including procurement of materials and leases of equipment. The LA shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment. Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and may result in termination of the Agreement or such remedy as deemed appropriate.
- (4) This Agreement shall be administered under the provisions of the STATE's federally approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LOCAL AGENCY, 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.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map #2 Division of Cost

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name _____

Title _____
County Board Chairperson/Mayor/Village President/etc.

Signature _____

APPROVED

State of Illinois
Department of Transportation

By _____
Director of Highways

Date: _____

APPROVED

Name LINDA L. KOESTER

Title VILLAGE PRESIDENT
County Board Chairperson/Mayor/Village President/etc.

Signature _____

NOTE: Signature by APPOINTED officials REQUIRE a resolution authorizing said appointed official to execute this agreement.

Local Agency Sangamon County & Village of Chatham	Section 97-00063-04-TL & 97-00019-00-TL
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IT IS MUTUALLY AGREED:

- (1) That this agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) It is the policy of the U.S. Department of Transportation that Minority Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Par 23 apply to this agreement. The STATE/LA agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this Agreement. In this regard the STATE/LA shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in part with Federal funds provided under this Agreement. The STATE/LA shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of contractor or subcontractors including procurement of materials and leases of equipment. The LA shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment. Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and may result in termination of the Agreement or such remedy as deemed appropriate.
- (4) This Agreement shall be administered under the provisions of the STATE's federally approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LOCAL AGENCY, 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.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map #2 Division of Cost #3 Jurisdiction agreement
(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name _____

Title _____
County Board Chairperson/Mayor/Village President/etc.

Signature _____

APPROVED

State of Illinois
Department of Transportation

By _____
Director of Highways

Date: _____

APPROVED

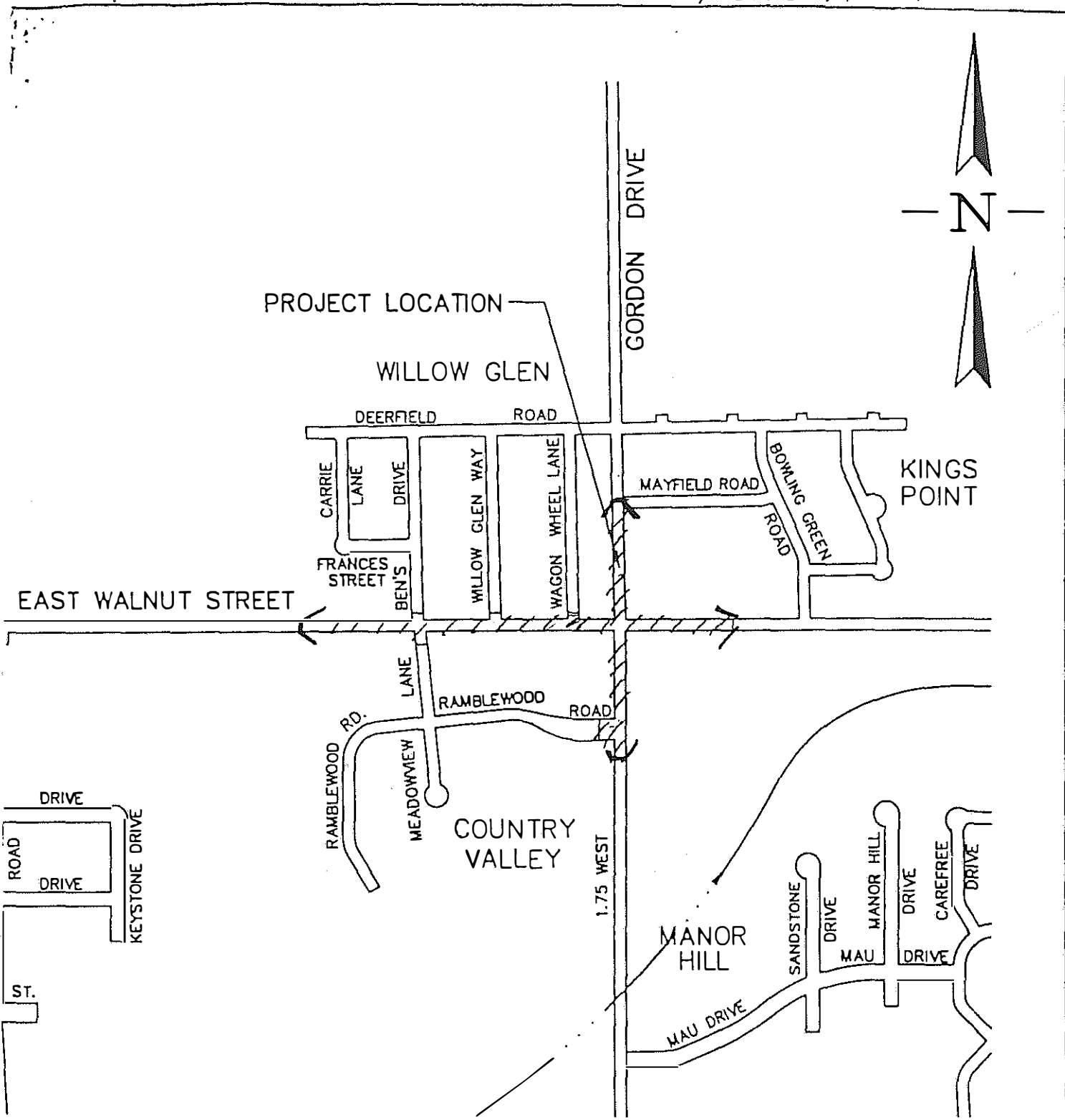
Name LINDA L. KOESTER

Title VILLAGE PRESIDENT
County Board Chairperson/Mayor/Village President/etc.

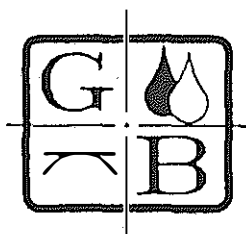
Signature _____

NOTE: Signature by APPOINTED officials REQUIRE a resolution authorizing said appointed official to execute this agreement.

Local Agency Sangamon County & Village of Chatham	Section 97-00063-04-TL & 97-00019-00-TL
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REVISIONS	DATE	BY



GREENE & BRADFORD, INC.
 OF SPRINGFIELD

CONSULTING ENGINEERS
 3501 CONSTITUTION DRIVE
 SPRINGFIELD, ILLINOIS 62707
 (217) 793-8844, (217) 793-6227 FAX

DATE	03/19/98
DRAWN	GRUM
PROJ. NO.	96-393
FIELD BOOK	
COMPUTER FILE NO.	96393LM-500

DIVISION OF COST

SANGAMON COUNTY
 SECTION 97-00063-04-TL
 VILLAGE OF CHATHAM
 SECTION 97-00019-00-TL
 PROJECT NO. M-5082(5)
 JOB NO. C-96-217-98

BE IT MUTUALLY AGREED that the division of cost be as follows:

	<u>FHWA (%)</u>	<u>VILLAGE LOCAL (%)</u>	<u>COUNTY LOCAL(*%)</u>	<u>TOTAL</u>
Construction Cost (STU)**	\$ 550,000 (**)			\$ 900,000
Preliminary Engineering	()	()	()	
Construction Engineering	()	()	()	
Right-of-Way	()	()	()	
TOTAL	\$ 500,000 (**)	\$0	\$ 350,000(BAL)	\$ 900,000

**80 % STU funds NTE \$550,000 from the Village of Chatham.

*The Local share, any remaining balance, will be provided by Sangamon County.

Sangamon County will be the lead agency for this project.

ADDENDUM TO FEDERAL-AID AGREEMENT

JURISDICTIONAL ADDENDUM NO. 3

SANGAMON COUNTY
SECTION 97-00063-00-TL
VILLAGE OF CHATHAM
SECTION 97-00019-00-TL
PROJECT NO. M-5082(5)
JOB NO. C-96-217-98

Paragraph (4) on Page 2 under *Local Agency Agrees* is hereby revised to read "The COUNTY has current jurisdiction of the east leg from _____ to _____ and will continue to retain jurisdiction of that portion of the completed improvement. The VILLAGE will retain jurisdiction of the remaining improvement.

ADD Description.

This is needed as Sangamon County will have jurisdiction of the entire project.

AGREEMENT

This Agreement, entered into this 11th day of JANUARY, A.D., 2000, by and between the COUNTY OF SANGAMON, ILLINOIS, hereinafter referred to as the COUNTY, and the VILLAGE OF CHATHAM, ILLINOIS, hereinafter referred to as the VILLAGE, is to jointly improve the intersection of Walnut Street and Gordon Drive by installing traffic signals and providing left turns lanes for all four (4) legs of the intersection. Also Gordon Drive will be widened to a three (3) lane cross-section from Gordon Drive westerly 1,368 feet or Station 116+50.00. In addition to improvements on Walnut Street near Gordon Drive, the COUNTY is preparing plans to improve Walnut Street from IL 4 to a point approximately 600 feet west of Savannah Drive.

WITNESSETH:

WHEREAS, the County Board of Sangamon County, Illinois has determined the need to improve the intersection of Walnut Street and Gordon Drive by installing traffic signals and providing left turn lanes in each leg of the intersection; and,

WHEREAS, the improvement of the west leg of said intersection will extend for 1,368 feet. Included in the west leg improvement will be a drainage structure located approximately 106 feet east of Ben's Drive; and,

WHEREAS, the COUNTY agrees to pay a substantial portion of the VILLAGE'S costs for the intersection improvement of Walnut Street and Gordon Drive with the understanding the VILLAGE will repay the COUNTY when Walnut Street west of IL 4 is improved by paying an amount equal to the Village's share of the cost for improving the intersection of Walnut Street and Gordon Drive; and,

WHEREAS, the VILLAGE will accept maintenance and jurisdiction of the traffic signals at Walnut Street and Gordon Drive and the section of Walnut Street between Gordon Drive and the east end of the taper; and,

WHEREAS, the VILLAGE will continue to have jurisdiction and maintenance responsibilities for the improved section of Gordon Drive; and,

WHEREAS, the VILLAGE will continue to have jurisdiction and maintenance responsibilities for the improved section of Walnut Street west of Gordon Drive; and,

WHEREAS, the VILLAGE has expressed a willingness to accept maintenance and jurisdiction of Walnut Street from IL 4 to a point approximately 600 feet west of Savannah Drive upon completion of said improvement and acceptance by the Illinois Department of Transportation.

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

1. The COUNTY agrees to pay its share of the cost of the improvement known as County Section 97-00063-04-TL and Village Section 97-00019-00-TL (See distribution of costs below). The COUNTY also agrees to pay the Village's share of the local match for said project.
2. The VILLAGE agrees to repay the COUNTY for the VILLAGE'S share of the local match for the improvement of the Walnut Street/Gordon Drive intersection paid by the COUNTY, when Walnut Street from IL 4 westerly to a point approximately 600 feet west of Savannah Drive is improved.
3. The Division of Costs for the improvement of the Walnut Street/Gordon Drive intersection shall be as follows:

	FHWA (%)	VILLAGE LOCAL (%)	COUNTY LOCAL (%)	TOTAL
Construction	\$550,000 (*)	\$173,155 (Bal)	\$173,200 (**)	\$896,355
Prel. Eng.		79,086 (80.7%)	18,914 (19.3%)	98,000
Const. Eng.			67,000 (100%)	67,000
R.O.W.		118,500 (Bal)	11,500 (***)	130,000
TOTAL	\$550,000 (*)	\$370,741	\$270,614	\$1,191,355

- * 80% STU Funds - not to exceed \$550,000 from the Village of Chatham
- ** COUNTY'S cost for improvements to east leg of Walnut Street and 50% of drainage structure improvements
- *** Estimated cost of two parcels - Carramusa & Chatham Presbyterian Church

4. Upon completion of Walnut Street/Gordon Drive intersection improvement the VILLAGE agrees to accept maintenance and jurisdiction of the traffic signals installed at said intersection.
5. The VILLAGE agrees to retain its jurisdiction and maintenance responsibilities for Gordon Drive and Walnut Street west of Gordon Drive.
6. The VILLAGE further agrees to accept jurisdiction and maintenance of Walnut Street from Gordon Drive easterly to the east end of the taper, Station 97+65.
7. Upon completion of the improvement of Walnut Street from west edge of pavement of IL 4 westerly to a point approximately 600 feet west of Savannah Drive, the VILLAGE agrees to accept jurisdiction and maintenance of said Walnut Street improvement.

COUNTY

VILLAGE

By: _____
Mary Frances Squires, Chairman
Sangamon County Board

By: _____
Linda Koester, Village President
Village Board of Trustees

Attest: _____
County Clerk

Attest: _____
Village Clerk

(Seal)

(Seal)

Date _____, 2000

Date _____, 2000

RESOLUTION
SECTION 97-00063-04-TL

WHEREAS, plans have been prepared to improve the intersection of Gordon Drive and Walnut Street in the Village of Chatham; and,

WHEREAS, the County Board of Sangamon County approved a Letter on Intent on April 14, 1998 between the County of Sangamon and the Village of Chatham describing maintenance and jurisdiction responsibilities upon completion of the project; and,

WHEREAS, said Letter of Intent also describes the distribution of costs including the use of the Village's Federal STU funds; and,

WHEREAS, it is necessary for a joint agreement to be executed between all agencies, the Illinois Department of Transportation, the County of Sangamon and the Village of Chatham, when Federal funds are used on a project.

NOW THEREFORE BE IT RESOLVED, by the County Board of Sangamon County, at its Regular Reconvened Adjourned September Session, assembled this 11th day of January, A.D., 2000, that the joint agreement (Local Agency Agreement for Federal Participation) between the Illinois Department of Transportation, the County of Sangamon and the Village of Chatham, for the improvement of Gordon Drive and Walnut Street known as County Section 97-00063-04-TL be approved; and,

BE IT FURTHER RESOLVED, that there is hereby approved the sum of \$550,000 from the County's Motor Fuel Tax Fund to pay the local agencies' (County of Sangamon and Village of Chatham) share of the cost of construction and engineering for County Section 97-00063-04-TL; and,

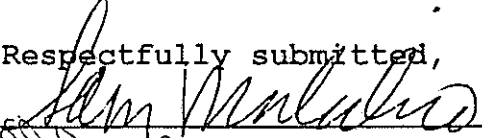

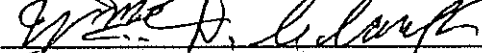
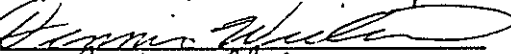
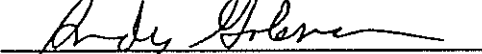

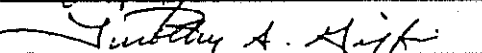

FILED

DEC 23 1999

[Handwritten Signature]
Clerk

BE IT FURTHER RESOLVED, that the Chairman of the County Board is hereby authorized and directed to sign said joint agreement on behalf of Sangamon County.

Respectfully submitted,

Road and Bridge Committee
Sangamon County Board

I, Joe Aiello, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of a RESOLUTION adopted by the County Board of Sangamon County at its Regular Reconvened Adjourned September Session, assembled this 11TH day of January, A.D., 2000.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Springfield in said County, this _____ day of January, A.D., 2000.

COUNTY CLERK