

RESOLUTION 13-05

A RESOLUTION OF THE VILLAGE OF MANTENO APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH KANKAKEE COUNTY FOR THE WIDENING AND RESURFACING OF COUNTY HIGHWAY 9 BETWEEN SECTION LINE ROAD AND WALNUT STREET

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

Section 1

That an Intergovernmental Agreement for the widening and resurfacing of County Highway 9 between Section Line Road and Walnut Street be in the same as hereby approved and which is attached as Exhibit "A" hereto and made a part hereof.

Section 2

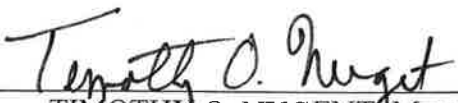
This resolution shall be in full force and effect from and after its adoption and approval as provided by law.

This resolution was adopted and filed in the office of the Village Clerk of the Village of Manteno this 1st day of July 2013.

RECORD OF THE VOTE	Yes	No	Abstain	Absent
President Timothy Nugent				
Trustee Timothy Boyce	✓			
Trustee Samuel Martin				✓
Trustee Diane Dole	✓			
Trustee Todd Crockett	✓			
Trustee Joel Gesky				✓
Trustee Wendell Phillips	✓			
TOTAL VOTES or	4			
BY OMNIBUS VOTE				


ALISA BLANCHETTE, Village Clerk

APPROVED by me this 1st
day of July, 2013.


TIMOTHY O. NUGENT, Mayor

***Resolution of the County Board
Of
Kankakee County, Illinois***

**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO SIGN THE
REVISED JOINT AGREEMENT WITH THE VILLAGE OF MANTENO FOR THE
WIDENING AND RESURFACING OF CH 9 BETWEEN SECTION LINE ROAD AND
WALNUT STREET**

WHEREAS, the County of Kankakee and the Village of Manteno, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of improving that portion of County 9 (Division Street) between Section Line Road and Walnut Street; and

WHEREAS, said roadway is located in the Village of Manteno, and said improvement will be of an immediate benefit to the Village residents and permanent in nature; and

WHEREAS, the said improvement will be of immediate benefit to the County residents and permanent in nature.

NOW THEREFORE, BE IT RESOLVED, the County of Kankakee will use \$275,000 of Matching Tax Funds to pay for the County's 50% of the construction and engineering costs of said improvement, and

BE IT FURTHER RESOLVED, that the Chairman of the County Board be authorized to execute the attached Joint Agreement for this project, the same to be attested by the County Clerk.

I, Bruce Clark, County Clerk in and for said County, in the State aforesaid, 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 Kankakee County, at its adjourned meeting held at Kankakee, on August 13, 2013.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Kankakee, in said County, this 13th day of August, 2013.


Bruce Clark, County Clerk

(SEAL)

JOINT AGREEMENT

This Agreement is entered into by and between the County of Kankakee of the State of Illinois, hereinafter referred to as the COUNTY, and the Village of Manteno of the State of Illinois, hereinafter referred to as the VILLAGE.

WITNESSETH

WHEREAS, the parties hereto, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of improving a portion of County Highway 9 (Division Street) east from Section Line Road (Sta. 50+09) to Walnut Street (Sta. 60+28) a distance of 1,019 feet \pm , in the Village of Manteno, by widening County Highway 9 (Division Street) to 34 feet face-to-face of curbs to accommodate two lanes of traffic and include construction of B 6.12 combination concrete curb and gutter, five foot sidewalks on both sides of Division Street, constructing storm sewers and appurtenances for highway drainage, and by performing all other work necessary to complete the improvement in accordance with approved plans and specifications. The improvement is known as COUNTY Section 11-00138-01-WR NonMFT, VILLAGE Section _____, and hereinafter referred to as the PROJECT; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of an immediate benefit to the VILLAGE residents and permanent in nature, and

WHEREAS, the COUNTY is desirous of said improvement in that the same will be of an immediate benefit to the COUNTY residents and permanent in nature.

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

1. It is mutually agreed by and between the parties hereto that the PROJECT will be processed and constructed in accordance with Motor Fuel Tax policies and procedures.
2. The COUNTY 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, subject to partial reimbursement by the VILLAGE.
3. The VILLAGE agrees to exercise its franchise rights to cause public and private utilities to be relocated at no expense to the COUNTY.
4. Upon completion of the PROJECT and so long as the above improvement is used as a County Highway, the COUNTY agrees to maintain or cause to be maintained the 32 foot wide traffic lanes .

5. Upon completion of the PROJECT, the VILLAGE agrees to maintain or cause to be maintained, those portions of the improvement which are not to be maintained by the COUNTY including curbs, gutter flags, terraces (parkways), sidewalks, manholes, catch basins, inlets, storm sewers, utilities and appurtenances.
6. It is mutually agreed by and between the parties hereto that the estimated cost of the PROJECT is as follows:

DIVISION OF COSTS

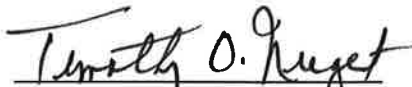
	<u>VILLAGE (50%)</u>	<u>COUNTY (50%)</u>	<u>TOTAL</u>
CONSTRUCTION	\$249,964	\$249,964	\$499,928

7. It is mutually agreed by and between the parties hereto that the preceding costs are approximate and subject to change. The actual construction costs will be used in final division of cost subject to the limits set forth in this agreement.
8. The COUNTY agrees to make, or cause to be made, periodic and final engineer's payment estimates and to invoice the VILLAGE for its share of the construction costs.
9. The COUNTY has passed a resolution appropriating sufficient funds to pay its share of the cost of this improvement and attached hereto, labeled "Exhibit B" and made a part hereof, a copy of the resolution (Resolution No. 2013- - -).
10. The COUNTY agrees to maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursement of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the PROJECT shall be available for review and audit by the VILLAGE; and the COUNTY agrees to cooperate fully with any audit conducted by the VILLAGE and to provide full access to all relevant materials.
11. The COUNTY agrees to acquire the VILLAGE'S written approval of the plans and specifications prior to the COUNTY'S advertising for the work to be performed as described herein.
12. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, without the consent of the COUNTY.
13. The VILLAGE agrees not to permit occupation of any rights of way for the improvement by utilities, either public or private, without the consent of the COUNTY.
14. The VILLAGE agrees to enforce an ordinance prohibiting parking within the limits of this improvement in accordance with the resolution by the COUNTY attached hereto, labeled "Exhibit C" and made a part of this agreement.

15. This Agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded prior to November 1, 2014.
16. The COUNTY agrees to include in the contract documents, governing the PROJECT, the naming of both the VILLAGE and the COUNTY, its officers, and employees as additional insureds on the Contractor's insurance policies in accordance with Article 107.27 of the Standard Specification for Road and Bridge Construction, Adopted January 1, 2012 by the Illinois Department of Transportation, and made a part hereof by reference.
17. This Agreement shall be binding upon and inure the benefits of the parties hereto, their successors, and assigns.

VILLAGE OF MANTENO

COUNTY OF KANKAKEE



Timothy Nugent, Mayor



Michael Bossert, County Board Chairman

ATTEST:

ATTEST:

(SEAL)

(SEAL)



Alisa Blanchette, Village Clerk



Bruce Clark, County Clerk

Date: 7/1/13

Date: 8/15/13

