

RESOLUTION NO. [#]192

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOMENCE
CONCERNING ADVERTISEMENT OF BIDS
MECHANIC STREET IMPROVEMENTS

WHEREAS, the City of Momence has determined that improvements need to be made to Mechanic Street, and

WHEREAS, said project is ready to be advertised for bids in the local newspaper and the Illinois Department of Transportation Contractors' Bulletin; and

WHEREAS, the bid opening is scheduled for June 5, 2017 at 7:30 p.m. in the Council Chambers at City Hall, 29 North Dixie Highway, Momence; and

WHEREAS, the bids received at the bid opening on June 5, 2017 will be opened and read at the regularly scheduled City Council meeting at 7:30 p.m.;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Momence, Illinois, that improvements to Mechanic Street should be advertised as soon as possible two times in the local newspaper and the Illinois Department of Transportation Contractors' Bulletin at least 10 days prior to the opening of bids in accordance with the Illinois Department of Transportation requirements.

Passed and approved by the City Council this 1st day of May, 2017.


Mayor Charles Steele


City Clerk Christy Ritter

(CITY SEAL)

**INTERGOVERNMENTAL AGREEMENT
RELATING TO THE CONSTRUCTION
OF MECHANIC STREET**

WHEREAS, the City of Momence would like to make substantial construction improvements to one of its central thoroughfares, Mechanic Street; and

WHEREAS, the City has received approval for a grant from the Illinois Department of Transportation which is anticipated to cover the cost of 50% of the road improvement; and

WHEREAS, a number of businesses will substantially benefit from improvements to Mechanic Street and those businesses have agreed to cover any cost of the Mechanic Street construction up to a total amount of \$242,039.00 which are the anticipated estimated construction costs after the receipt of the grant from IDOT and any other grants received by the City of Momence; and

WHEREAS, the City of Momence is willing to cover the cost of Mechanic Street construction in excess of the amount received from grants and the amount received from the private sector contributors; and

WHEREAS, the municipality would not enter into the Agreement or commence construction if it were not guaranteed that the contributors would agree to contribute up to the maximum amounts specified in this Agreement; and

WHEREAS, the contributors are willing to advance, on a proportional basis the cost of any additional engineering and the bidding process so that the municipality can determine whether based upon grants to be received and the maximum financial contributions from the contributors, it is willing to execute the contract for the reconstruction of Mechanic Street.

NOW, THEREFORE, IT IS AGREED BETWEEN THE CITY OF MOMENCE ("CITY") AND THE FOLLOWING CONTRIBUTORS SILVA INTERNATIONAL INC., VAN DRUNEN FARMS AND JOHNSONVILLE SAUSAGE, LLC, as follows:

SECTION 1. The Whereas clauses set forth above are made a part of this Agreement as if they were physically incorporated as Section 1 of the Agreement.

SECTION 2. The names of the Contributors are set out in this section along with the maximum dollar amounts which they are each required to contribute to the reconstruction of Mechanic Street (the "Project"). The Contributors and the maximum dollar amounts they can be required to pay are: Equal to One-Fourth of the Total City of Mومence Share of the Project. The maximum amounts from each Contributor for initial costs are: Due in Two Installments: The First Installment is Due August 1, 2017 and the Second Installment is Due October 1, 2017.

SECTION 3. To guarantee that the funds from the Contributors will be available when needed, the Contributors shall individually or collectively provide to the City an irrevocable letter of credit or a performance and completion bond approved by the City in a total amount of the financial obligation of the Contributors. Another alternative shall be a deposit in cash of the amount of the contribution required. The choice of security shall be left to each Contributor.

SECTION 4. The City shall have the engineering work completed for the project and shall, in accordance with State law, bid the project. After the opening of the bids, the City shall have 60 days to determine whether based upon grants and contributions, the City is prepared to execute a contract.


SECTION 5. In the event that the project cost should not require the full amount of the contribution, any additional funds after all construction costs are paid shall not be required from the Contributors and any cash deposits made shall be proportionally returned.

SECTION 6. Once Mechanic Street is reconstructed, it shall remain a municipal street and all future maintenance costs shall be the responsibility of the City.

SECTION 7. The obligations of the Contributors agreed to herein shall be in full force and effect for a period of 120 days during which the City shall complete the engineering and bidding process and determine whether it is prepared to go forward with the project. If the City determines that it is prepared to go forward with the project, the Contributors shall have a period of 30 days in which to fulfill their security and financial obligations provided for herein. The City shall not be required to go forward with this project until and unless all anticipated grants have been confirmed, bid proposals have been received and awarded and all grants and contributions have been confirmed and all steps required under this Agreement regarding contributions have taken place.

This Agreement is executed this 1 day of May, 2017.

City of Momence

By: 

Contributors

SILVA INTERNATIONAL INC.

VAN DRUNEN FARMS

JOHNSONVILLE SAUSAGE, LLC