

RESOLUTION NO. 2017-R- 12

RESOLUTION AUTHORIZING THE RELEASE OF CAPITAL  
IMPROVEMENT FUNDS FOR DON BOWEN SUBDIVISION

WHEREAS, Don Bowen is constructing the Don Bowen Subdivision, pursuant to plans and specifications presented to the City and approved by the City Council; and

WHEREAS, the City of Marshall granted to Don Bowen the sum of \$25,000.00 from the capital improvement fund upon completion of the street and other improvements required in said subdivision; and

WHEREAS, the improvements have now been completed to the City's satisfaction; and

WHEREAS, Don Bowen as the sub divider is responsible for inspection costs incurred by the City for inspecting said improvements, pursuant to city ordinance.


NOW THEREFORE IT IS HEREBY RESOLVED by the council of the City of Marshall that the City hereby authorizes the release of the \$25,000.00 from the capital improvement fund and that the City of Marshall shall receive out of said \$25,000.00, the sum of \$11,363.30 as and for reimbursement of its inspection expenses, pursuant to the statute. The balance of \$13,636.70 shall be issued to Don Bowen.

Dated: June 26, 2017

	AYES	NAYS	ABSENT
Wendy Tharp	✓		
John Hasten	✓		
Vickie Wallace	✓		
Michael Smitley		✓	
Jarod Green	✓		
Warren J. Le Fever	✓		
Mark Strait	✓		
Ed Pearce	✓		

PASSED this 26 day of June, 2017.

APPROVED this 26 day of June, 2017.

  
MAYOR

ATTESTED, filed in my office,  
this 26 day of June, 2017.

CITY CLERK

(SEAL)

CERTIFICATION

I, the City Clerk of the City of Marshall of the County of Clark, State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its City Council at a meeting duly convened and held on June 26, 2017.

(SEAL)

  
CITY CLERK

WARRANTY AGREEMENT

This Agreement is made this 19 day of June, 2017 by and between Don Bowen of Marshall, Illinois, hereinafter referred to as "Subdivider", and G & S Asphalt, Inc. of Marshall, Illinois, hereinafter referred to as "Contractor" and the City of Marshall, Illinois, hereinafter referred to as "City":

WHEREAS, Subdivider has created a subdivision known as the Bowen Subdivision in Marshall, Illinois; and

WHEREAS, said subdivision contains a roadway known as Thomas Drive; and

WHEREAS, Contractor has built the subject Thomas Drive and said roadway was to have been built in accordance with the specifications accepted by the City; and

WHEREAS, said roadway has not been accepted by the City, due to its failure to comply with the plans and specifications submitted by Subdivider; and

WHEREAS, Subdivider submitted a plan to correct the non-compliance in the building of Thomas Drive and the corrections proposed in said plan were accepted by the City; and

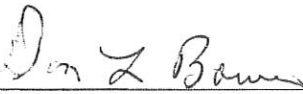
WHEREAS, the subsequent work on Thomas Drive did not completely correct the problems and discrepancies between the road that was constructed and the plans and specifications; and

WHEREAS, the City has agreed to accept Thomas Drive as now completed as long as Subdivider and Contractor jointly warrant the


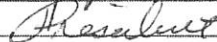
road as far as materials and workmanship for a period of five year period from the date of acceptance.

NOW THEREFORE Contractor and Subdivider jointly and severally warrant to the City that all material and workmanship on Thomas Drive in the Bowen Subdivision shall be of such character that the roadway shall endure without need of repairs during a five year period from the date of acceptance of this warranty by the City of Marshall.

In case any sign of disintegration of the roadway appears, or any defects or depressions occur within the five year period, except such as are not the fault of the Contractor, and except such defects arise from causes not incident to the ordinary use of the street pavement, Contractor and/or Subdivider shall within thirty days of the time of being notified of such defect weather permitting, make satisfactory repairs of the roadway as approved by City. If Contractor and/or Subdivider fail to make said repairs in a timely manner, City shall be entitled to take the necessary corrective action and Subdivider and Contractor shall be jointly and severally responsible to reimburse City for its costs.

  
\_\_\_\_\_  
DON BOWEN

G&S ASPHALT, INC.

By:   
\_\_\_\_\_  
Its:   
\_\_\_\_\_

Accepted this \_\_\_\_ day of June, 2017

CITY OF MARSHALL

By: \_\_\_\_\_  
Its: \_\_\_\_\_