

CITY OF LE ROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 765

AN ORDINANCE APPROVING CONTRACT WITH THE STATE OF
ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE
UPGRADING OF A PORTION OF CHESTNUT STREET

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 1st DAY OF December, 1997

PRESENTED: December 1, 1997

PASSED: December 1, 1997

APPROVED: December 1, 1997

RECORDED: December 1, 1997

PUBLISHED: December 1, 1997


In Pamphlet Form

Voting "Aye" 4

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)


x _____
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: December 1, 1997.

ORDINANCE NO. 765

AN ORDINANCE APPROVING CONTRACT WITH THE STATE OF
ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE
UPGRADING OF A PORTION OF CHESTNUT STREET

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that it is in the best interest of the City and its residents to enter into a joint agreement with the State of Illinois, through its Department of Transportation, providing for the upgrading of a portion of South Chestnut Street, between the Norfolk and Southern Railroad tracks and the north abutment of the Interstate 74 overhead bridge, and incorporating a provision for the jurisdictional transfer of that portion of Chestnut Street extending south from the south right-of-way line of Route 150 to the north abutment of Interstate 74 overhead bridge,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, Illinois, in lawful meeting assembled, as follows:

Section 1: The City Council hereby approves the contract a copy of which is set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2: The Mayor and City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that contract as set forth in Exhibit "A," attached hereto, being certain to obtain one or more fully signed copies for the records of the city.

Section 3: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Dick
Oliver, seconded by Dawn Thompson, by
roll call vote on the 1st day of December, 1997, as follows:

Aldermen elected 6 Aldermen present 4

VOTING AYE:

Ryan Miles, W.H. Weber, Dawn Thompson, Dick Oliver

(full names)

VOTING NAY:

None

(full names)

ABSENT, ABSTAIN, OTHER:

Ron Litherland, Dave McClelland, absent

(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 1st day of December, 1997.

X *Sue Marcum*

Sue Marcum, City Clerk of the City of LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 1st day of December, 1997.

X *Robert Rice*

Robert Rice, Mayor of the City of LeRoy, McLean County, Illinois

ATTEST: (SEAL)

X *Sue Marcum*

Sue Marcum, City Clerk of the City of LeRoy, McLean County, Illinois

**A JOINT AGREEMENT BETWEEN THE STATE OF ILLINOIS
AND THE CITY OF LEROY, ILLINOIS**

Regarding: FAS 1478 (LeRoy Spur/Chestnut Street)
State Section 57-23 (Under FAI 74)
McLean County
(City of LeRoy)

This agreement, entered into the _____ day of _____, 1997 by and between the State of Illinois, through its Department of Transportation, hereinafter called the STATE, and the city of LeRoy of McLean County, hereinafter called the CITY.

WHEREAS, to facilitate the free flow of traffic and ensure safety to the motoring public, the STATE and CITY are desirous of improving the intersection of FAS Route 1478 (Chestnut Street) and Maple Street located within the city of LeRoy, herein identified under State Section 57-23.

Improvement of FAS Route 1478 (LeRoy Spur/Chestnut Street) will total approximately 740 meters (2,450') in length, extending from the north abutment of the Interstate 74 overhead bridge northerly to the Norfolk Southern Railroad crossing. The said project will consist of the following work:

- A. Reconstruction of FAS Route 1478 (Chestnut Street) - Reconstruct FAS Route 1478 (Chestnut Street) beginning 152 meters (500') south of Maple Street and extending northerly to 260 meters (860') north of Maple Street to the Norfolk and Southern Railroad crossing. The existing variable 7.9 to 12 meter (26' to 40') wide pavement will be reconstructed to a 14.6 meter (48') wide concrete pavements section so to accommodate the added turn lanes to the north and south legs of the Maple Street intersection. Curb and gutter will be constructed on both sides of pavement from the south radius returns of the Maple Street intersection northerly to the Norfolk Southern Railroad crossing. Five foot (1.5 meter) wide concrete sidewalk will be provided along the west side from the railroad crossing to approximately 207 meters (680') south to the drive to Hardees. Elevation of FAS 1478 (Chestnut Street) will be adjusted to eliminate irregularities of the highway. All traffic lanes will be 3.6 meters (12') in width.
- B. Resurfacing of FAS 1478 (Chestnut Street) - Resurface FAS Route 1478 (Chestnut Street) with 63 millimeters (2.5") of bituminous concrete, beginning 46 meters (150') south of Maple Street (on the southbound lane) and 152 meters (500') south of Maple Street (on the northbound lane), extending southerly to the north abutment of the Interstate 74 overhead bridge (Structure No. 057-0132). Bituminous shoulders will be provided on both sides of pavement.
- C. Reconstruction of Maple Street - Reconstruct the east leg of Maple Street to its radius return with Chestnut Street, resulting in an 11 meter (36') wide concrete curb and gutter pavement section so to accommodate an added left turn lane. An entirely new west leg of Maple Street will be constructed having the same configuration of the east leg.
- D. FAS Route 1478 (Chestnut Street) and Maple Street Intersection - Install traffic signals at the intersection. The four legged intersection will consist of the following:
 - North Leg of FAS Route 1478 (Chestnut Street) - One through and one right turn lane and one left turn lane for southbound traffic and one northbound through lane. A striped 3.6 meter (12') wide median will also extend northerly approximately 150 meters (400').
 - South Leg of FAS Route 1478 (Chestnut Street) - One through lane for southbound traffic and one through, one left turn lane, and one right turn lane for northbound traffic.
 - East Leg of Maple Street - One eastbound and westbound through lane and one westbound left turn lane.
 - West Leg of Maple Street - One eastbound and westbound through lane and one eastbound left turn lane.

WHEREAS, the STATE's funding participation is limited to 100 percent of the cost of reconstructing the existing 7.9 to 12 meter (26' to 40') wide pavement of FAS Route 1478 (LeRoy Spur/Chestnut Street), including traffic control and temporary pavement costs for staging of construction, and 25 percent share of traffic signal cost, up to a maximum cap of \$25,000 of STATE funding toward the said traffic signals. All costs of widening FAS Route 1478 (Chestnut Street) and reconstructing Maple Street shall be 100 percent borne by the CITY. Preliminary and construction engineering for all construction shall be 100 percent borne by the CITY at no cost to the STATE.

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

WHEREAS, the CITY will assume jurisdiction of that portion of FAS Route 1478 (LeRoy Spur/Chestnut Street) beginning at U.S. Route 150 (Cedar Street) on the north and extending southerly and southwesterly 0.83 kilometers (0.52 miles) to the north abutment of the Interstate 74 overhead bridge. The said transfer does not include the overhead bridge itself (Structure No. 057-0132).

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

1. The CITY agrees to make the surveys, prepare plans, receive bids and award the contract, subject to the concurrence by the STATE, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract; and STATE'S Standard Specifications for Road and Bridge Construction, adopted January 1, 1997.
2. The CITY agrees to pay all construction and engineering costs subject to reimbursement by the STATE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that an estimated cost and cost proration of this improvement is as follows:

	<u>TOTAL</u>	<u>STATE</u>	<u>CITY</u>
Reconstruct Existing FAS Route 1478/Chestnut Street Pavement	\$441,275	\$441,275	\$0
Construction of Widened Portions of FAS Route 1478/Chestnut Street Pavement and Reconstruction of Adjoining Legs of Maple Street	\$264,125	\$0	\$264,125
Traffic Signals	\$100,000	**\$25,000 (25%)	\$75,000 (75%)
Subtotal	\$805,400	\$466,275	\$339,125
Preliminary Engineering	*	*	*
Construction Engineering	*	*	*
Totals	\$805,400	\$466,275	\$339,125

* The CITY is to provide preliminary and construction engineering at no cost to the STATE.

** The STATE'S share of cost for traffic signals not to exceed maximum cap of \$25,000.

4. Upon award of the contract to the improvement, the STATE will pay the CITY, in a lump sum, 90 percent of its obligation incurred under this agreement and will pay the CITY the remainder of its obligation, in a lump sum, upon completion of the project; based on final bid unit prices and quantities of the awarded contract. Exception to this is the STATE'S maximum cap of \$25,000 toward traffic signal construction. The CITY'S billing to the STATE must contain sufficient cost information and include evidence of payment to the contractor by the CITY.
5. It is mutually agreed that the STATE'S share of payment for reconstructing existing FAS Route 1478/Chestnut Street pavement represents the STATE'S total obligation to the project. All other obligations relevant to the improvement, incurred or implied, will be that of the CITY or its contractor.
6. Prior to advertising for the work to be performed, the CITY shall obtain the STATE'S approval of final plans and specifications.

7. The CITY agrees to retain its jurisdiction of Maple Street at all times.
8. The CITY agrees to assume jurisdiction of FAS Route 1478 (LeRoy Spur/Chestnut Street) from U.S. Route 150 (Cedar Street) and extending southerly 0.83 kilometer (0.52 mile) to the north abutment of the Interstate 74 bridge overhead. The transfer does not include the overhead bridge itself (Structure No. 057-0132). The said jurisdictional transfer becomes effective on May 1, 1998; as described in Form 1600, which is attached hereto as Exhibit 1 and made a part hereof.
9. The STATE agrees that the CITY personnel for the engineering inspection of the FAS Route 1478 (Chestnut Street/LeRoy Spur) reconstruction has the authority to make decisions on individual construction changes costing \$5,000 or less, without having first to consult with or obtain permission from the STATE's District Engineer in Ottawa or his designated field representative.
10. It is mutually agreed that the STATE reserves the right to periodic inspection of any phases of the construction work on FAS Route 1478 (Chestnut Street/LeRoy Spur) at the STATE's discretion.
11. The CITY agrees to provide and be responsible of all material inspection and material proportioning required for the said project. Material certification letters will be made available to the STATE by the CITY.
12. The CITY agrees to comply with the applicable executive orders and Federal Highway acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
13. The CITY shall exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.
14. The CITY agrees to cause its utilities, located on right of way acquired by the STATE or installed within the limits of a roadway after the said roadway was taken for maintenance by the STATE, to be relocated and/or adjusted at no expense to the STATE.
15. The CITY agrees to invite a STATE representative to accompany CITY personnel during final field inspection of the completed reconstructed FAS Route 1478 (Chestnut Street).
16. The CITY shall maintain, for a minimum of five years after the completion of the described improvement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and other STATE auditors and the CITY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents, required by this paragraph, shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
17. This agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work, contemplated herein, is not awarded by July 1, 2000.

WHEREAS, the CITY will assume jurisdiction of that portion of FAS Route 1478 (LeRoy Spur/Chestnut Street) beginning at U.S. Route 150 (Cedar Street) on the north and extending southerly and southwesterly 0.83 kilometers (0.52 mile) to the north abutment of the Interstate 74 overhead bridge. The said transfer does not include the overhead bridge itself (Structure No. 057-0132).

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

1. The CITY agrees to make the surveys, prepare plans, receive bids and award the contract, subject to the concurrence by the STATE, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract; and STATE'S Standard Specifications for Road and Bridge Construction, adopted January 1, 1997.
2. The CITY agrees to pay all construction and engineering costs subject to reimbursement by the STATE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that an estimated cost and cost proration of this improvement is as follows:

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Traffic Signals	\$100,000	**\$25,000 (25%)	\$75,000 (75%)
Subtotal	\$805,400	\$466,275	\$339,125
Preliminary Engineering	*	*	*
Construction Engineering	*	*	*
Totals	\$805,400	\$466,275	\$339,125

* The CITY is to provide preliminary and construction engineering at no cost to the STATE.

** The STATE's share of cost for traffic signals not to exceed maximum cap of \$25,000.

4. Upon award of the contract to the improvement, the STATE will pay the CITY, in a lump sum, 90 percent of its obligation incurred under this agreement and will pay the CITY the remainder of its obligation, in a lump sum, upon completion of the project; based on final bid unit prices and quantities of the awarded contract. Exception to this is the STATE's maximum cap of \$25,000 toward traffic signal construction. The CITY's billing to the STATE must contain sufficient cost information and include evidence of payment to the contractor by the CITY.
5. It is mutually agreed that the STATE'S share of payment for reconstructing existing FAS Route 1478/Chestnut Street pavement represents the STATE'S total obligation to the project. All other obligations relevant to the improvement, incurred or implied, will be that of the CITY or its contractor.
6. Prior to advertising for the work to be performed, the CITY shall obtain the STATE's approval of final plans and specifications.

7. The **CITY** agrees to retain its jurisdiction of Maple Street at all times.
8. The **CITY** agrees to assume jurisdiction of FAS Route 1478 (LeRoy Spur/Chestnut Street) from U.S. Route 150 (Cedar Street) and extending southerly 0.83 kilometer (0.52 mile) to the north abutment of the Interstate 74 bridge overhead. The transfer does not include the overhead bridge itself (Structure No. 057-0132). The said jurisdictional transfer becomes effective on May 1, 1998; as described in Form 1600, which is attached hereto as Exhibit 1 and made a part hereof.
9. The **STATE** agrees that the **CITY** personnel for the engineering inspection of the FAS Route 1478 (Chestnut Street/LeRoy Spur) reconstruction has the authority to make decisions on individual construction changes costing \$5,000 or less, without having first to consult with or obtain permission from the **STATE's** District Engineer in Ottawa or his designated field representative.
10. It is mutually agreed that the **STATE** reserves the right to periodic inspection of any phases of the construction work on FAS Route 1478 (Chestnut Street/LeRoy Spur) at the **STATE's** discretion.
11. The **CITY** agrees to provide and be responsible of all material inspection and material proportioning required for the said project. Material certification letters will be made available to the **STATE** by the **CITY**.
12. The **CITY** agrees to comply with the applicable executive orders and Federal Highway acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
13. The **CITY** shall exercise its franchise right to cause private utilities to be relocated at no expense to the **STATE**.
14. The **CITY** agrees to cause its utilities, located on right of way acquired by the **STATE** or installed within the limits of a roadway after the said roadway was taken for maintenance by the **STATE**, to be relocated and/or adjusted at no expense to the **STATE**.
15. The **CITY** agrees to invite a **STATE** representative to accompany **CITY** personnel during final field inspection of the completed reconstructed FAS Route 1478 (Chestnut Street).
16. The **CITY** shall maintain, for a minimum of five years after the completion of the described improvement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and other **STATE** auditors and the **CITY** agrees to cooperate fully with any audit conducted by the Auditor General and other **STATE** auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents, required by this paragraph, shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under this agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
17. This agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work, contemplated herein, is not awarded by July 1, 2000.



Local Agency		Type of Systems Transfer	
Municipality: <u>LeRoy</u>		Type 1	Type 2
Township/Road District:		From: State Highway System	From: Local Highway System
County: <u>(of McLean)</u>		To: Local Highway System	To: State Highway System
Section Number:		Indicate Type of Systems Transfer : 1	
(for transfers involving an improvement)			

The above local agency, and the State of Illinois, acting by and through its Department of Transportation, agree to transfer the jurisdiction of the designated location in the manner indicated above under Type of Systems Transfer

Location Description

Name LeRoy Spur/Chestnut Street Route EAS 1478 Length 2,746' 837 Meters 0.83 Km
 Termini From the south edge of pavement of U.S. 150 (Cedar Street) and extending southerly and southwesterly to the overhead structure 0.52 miles)

This transfer does not include Structure No. 057-0132

WHEREAS, the authority to enter into this contract is granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the State under Section 2-101 of the Illinois Highway Code.

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 a location map as Addendum No. 1 and a copy of the ordinance as Addendum No. 2, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

(Check One)

- | | |
|---|---|
| <input type="checkbox"/> Final Inspection by the State (Type " ") | <input type="checkbox"/> Final Inspection by the Local Agency |
| <input type="checkbox"/> Acceptance by the State | <input type="checkbox"/> Acceptance by the Local Agency |
| <input checked="" type="checkbox"/> on May 1, 1998 | |

Supplements

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

Supplement _____
 (insert supplement numbers of letters and page numbers, if applicable.)

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

18. This agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

Executed on Behalf of the STATE OF ILLINOIS,
DEPARTMENT OF TRANSPORTATION

Executed on Behalf of the
CITY OF LEROY

Director of Highways

Robert Rice, Mayor

Date

Date

ATTEST

Sue Marcum, City Clerk

(SEAL)

Date

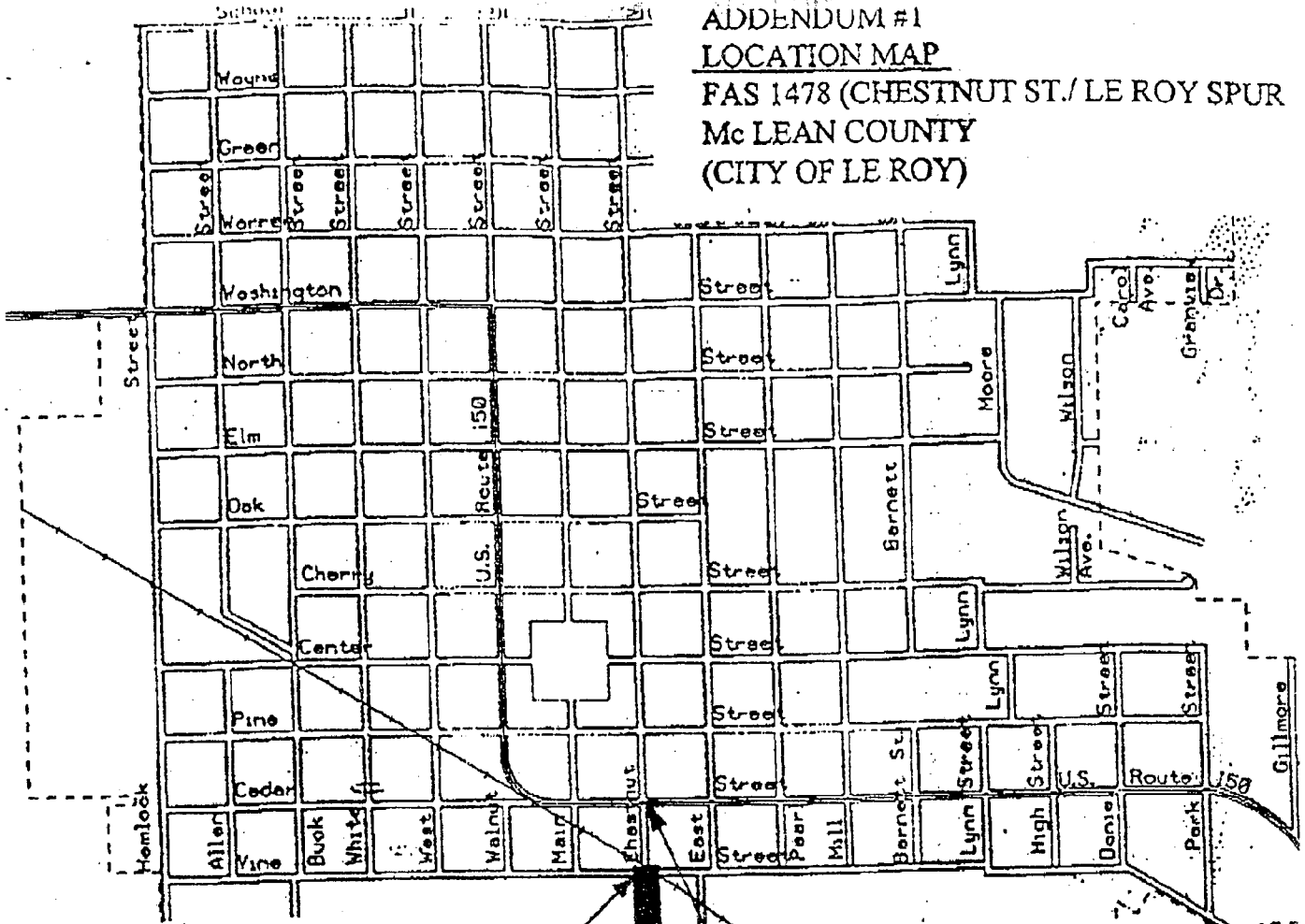
ADDENDUM #1

LOCATION MAP

FAS 1478 (CHESTNUT ST./ LE ROY SPUR

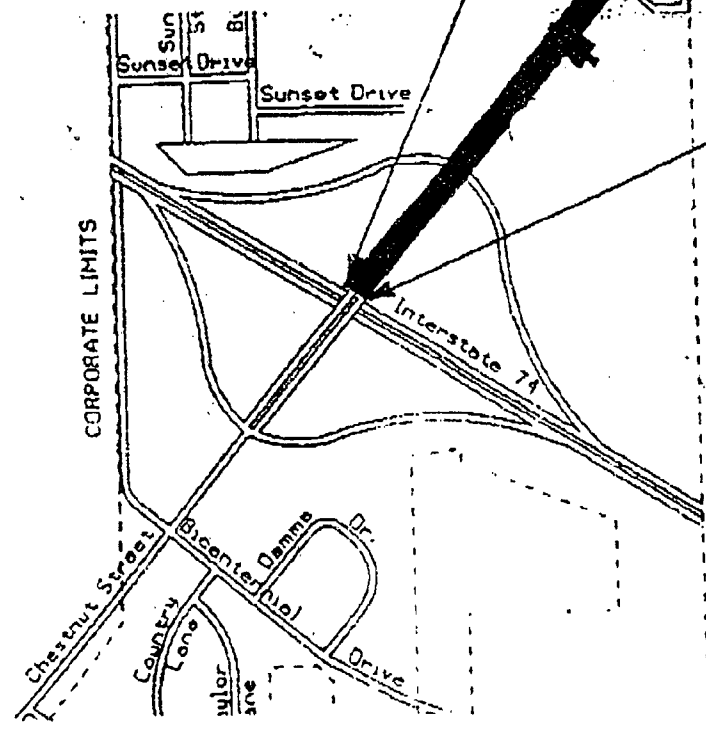
Mc LEAN COUNTY

(CITY OF LE ROY)



PORTION OF FAS 1478 (CHESTNUT ST./
LE ROY TO BE IMPROVED

PORTION OF FAS 1478 (CHESTNUT ST./
LE ROY SPUR) TO BE TRANSFERRED
TO THE JURISDICTION OF THE CITY



Waste Treatment
Plant

ORDINANCE NO. _____

PROVIDING FOR ACCEPTANCE OF JURISDICTION AND ADDITION OF A PORTION OF FAS ROUTE 1478 (LEROY SPUR/CHESTNUT STREET) TO LEROY CITY STREET SYSTEM

WHEREAS, the city of LeRoy, of McLean County, Illinois, hereinafter called the CITY, and the state of Illinois, by and through its Department of Transportation, hereinafter called the STATE, have entered into an agreement for the improvement and jurisdictional transfer of a portion of FAS Route 1478, also known as the LeRoy Spur and Chestnut Street. With the use of STATE and local funds, improvements include reconstruction/resurfacing of FAS Route 1478/Chestnut Street from 860' north to 1,520' south of Maple Street, including improvements to the intersection at Maple Street.

NOW, THEREFORE, BE IT ORDAINED, that on May 1, 1998, the CITY agrees to assume jurisdiction and add to the LeRoy city street system, FAS Route 1478 (LeRoy Spur/Chestnut Street), beginning at the south edge of pavement of U.S. Route 150 (Cedar Street) and extending southerly and southwesterly 0.83 kilometers (0.52 mile) to the north abutment of the Interstate 74 overhead structure. The said transfer does not include the interstate overhead structure itself (Structure No. 057-0132).

This ordinance shall be in effect after its passage by the LeRoy City Council and approval by the mayor of LeRoy and be effective pursuant to law.

The City Clerk is directed to forward three copies of this ordinance to the state of Illinois, through its District Engineer's office at Ottawa, Illinois.

Passed on _____, 1997.

Ayes _____

Nayes _____

Absent _____

Approved: _____

Robert Rice, Mayor
RICE

Attest:

I, Sue Marcum, City Clerk of LeRoy, hereby certify the foregoing to be a true, perfect, and complete copy of the ordinance adopted by the LeRoy City Council at a meeting on _____, 1997.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 1997.

Sue Marcum
LeRoy City Clerk

(SEAL)

CERTIFICATE

I, Sue Marcum, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on December 1, 1997, the Corporate Authorities of such municipality passed and approved Ordinance No. 765, entitled:

AN ORDINANCE APPROVING CONTRACT WITH THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE UPGRADING OF A PORTION OF CHESTNUT STREET,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 765, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on December 1, 1997, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 1st day of December, 1997.

(SEAL)


Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE APPROVING CONTRACT WITH THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE UPGRADING OF A PORTION OF CHESTNUT STREET.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 1st day of December, 1997, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 1st day of December, 1997.

x *Sue Marcum*
City Clerk

(SEAL)