



CHAMPAIGN COUNTY BOARD COMMITTEE AGENDA

HIGHWAY & TRANSPORTATION

Friday, October 6, 2006 – 9:00 a.m.

Lyle Shields Meeting Room, Brookens Administrative Center
1776 E. Washington – Urbana

CHAIR: Cowart

MEMBERS: Bensyl, Carter, Feinen, Gross, Jay, Langenheim, O'Connor, Weibel

<u>AGENDA ITEM</u>	<u>PAGE NO.</u>
1. <u>Call to Order</u>	
2. <u>Approval of Agenda/Addendum</u>	
3. <u>Approval of Minutes –</u>	
A. August 11, 2006; September 8, 2006	1-10
B. Closed Session – August 31, 2006 – Performance Appraisal Subcommittee	
C. Closed Session – September 14, 2006 – Performance Appraisal Subcommittee	
4. <u>Public Participation</u>	
5. <u>Monthly Reports</u>	
A. County & Township Motor Fuel Tax Claims – September 2006	11-12
6. <u>County Engineer</u>	
A. EDP Agreement	13-14
B. Curtis Road Agreement – Amendment #2	
C. Award of Bid – Section #06-00409-00-DR.	
D. Establishing a speed zone on County Highway 15 near Sidney.	
7. <u>Other Business</u>	
A. Closed Session pursuant to 5 ILCS 120/2 (c) 1 to consider the employment, compensation, discipline, performance, or dismissal of an employee.	
8. <u>Determination of Consent Agenda Items</u>	
9. <u>Adjournment</u>	

CHAMPAIGN COUNTY BOARD COMMITTEE MINUTES

Highway & Transportation Committee

Friday, August 11, 2006 – 9:00 a.m.

Lyle Shields Meeting Room, Brookens Administrative Center

MEMBERS PRESENT: Cowart (Chair), Bensyl, Carter, Feinen, Gross, Jay, Langenheim, O'Connor, Weibel

OTHERS PRESENT: Jeff Blue, John Cooper, Tracy Wingler, Debby Wagner, Barb Wysocki, Deb Busey, Susan McGrath, Steve Wegman (City of Champaign)

Call to Order

Chair Cowart called the meeting to order at 9:01 a.m. A roll call confirmed a quorum present.

Approval of Agenda/Addendum

MOTION by Langenheim to approve the agenda and addendum; seconded by Carter. **Motion carried.**

Public Participation

There was no public participation.

Monthly Reports

County & Township Motor Fuel Tax Claims – June, July 2006

MOTION by Langenheim to receive and place on file the County & Township Motor Fuel Tax Claims for June & July, 2006; seconded by Carter. **Motion carried.**

County Engineer

Resolution appropriating County Motor Fuel Tax Funds for County Road Maintenance for the period from January 1, 2006 thru December 31, 2006 – Section #06-00000-00-GM.

Mr. Blue explained this is the annual resolution appropriating County Motor Fuel Tax money for 2006.

MOTION by Gross to recommend County Board approval of the resolution appropriating County Motor Fuel Tax Funds for County Road maintenance for the period from January 1, 2006 thru December 31, 2006 – Section #06-00000-00-GM; seconded by Bensyl.

County Engineer cont.

When asked about renting equipment, Mr. Blue explained that we are renting our equipment to the Motor Fuel Tax Fund.

Motion carried.

CR22 EDP Application

Mr. Blue reminded the committee that there is a good chance we will be seeing an ethanol plant just north of Royal and he has talked with IDOT about the possibility of getting a program grant. He explained he was waiting on a letter from the ethanol group stating they have a commitment to come to Royal and build the plant, he received that letter and has included it with information he previously received regarding the number of jobs and anticipated opening date. They did a survey of County Highway 22 and worked with Applied Research and through the testing they have done, they were able to do some analysis to come up with what it would take to get CR 22 up to an 80 pound road. He explained it is pretty narrow for truck traffic like we will see so they felt like the road needed to be widened, then have a 2 inch overlay to hold the trucks on a regular basis. The estimate of the cost to do that is 1.5 million dollars, the economic fund would pay for half of that cost and we can also apply for money for upgrading roads. He stated they say if we get the first grant we should get the tart money in the form of \$60,000 per mile so between those two, we should secure about 1.2 to 1.3 million of the 1.5 million leaving the local cost share around \$200,000 that we would have from MFT. He stated they did a preliminary cost estimate for a right hand turn lane and that number was about \$38,000. There are also two structures that are not sufficient enough to hold 80,000 pound trucks and the estimate to fix those structures is \$700,000.

Mr. Jay arrived at 9:19 a.m.

Mr. Blue explained that he doesn't know if the funds will be available to pay for upgrading of the structures, and he is not sure if we could be granted that money. If the plant comes the grant is very likely. He explained this work would be done in the summer of 2007 and we already have a contract with a firm to do engineering for the bridges so we can get those going, hoping that the plant will open in 2008. He stated 80% of the ethanol will go out by rail and 20% out by truck.

MOTION by Feinen to approve the authority to receive funds and accept this grant if it is awarded; seconded by Bensyl.

Motion carried.

Maintenance Facility Bids

Mr. Blue explained they opened bids a few weeks ago. They had 5 different subcontractors bidding first then with that information, the general contractor knows who the subs are and what they bid and they go back and in the next four hours put bids together and those were then opened. The sum total of all those bids is the total project.

The estimate at the end of the construction document phase was 6.6 million, after opening the bids; they came in at 7.6 million. He reviewed the different subcontractor bids explaining that the plumbing bid estimate was \$587,000 and it came in at \$305,000. The electric bids were estimated at \$700,000 and they came in at \$800,000, he explained the reason for the cost difference was due to the increased cost of copper. Fire protection was estimated at \$138,000 and the low bid was \$87,000. The heating estimate was \$638,000 and the low bid was \$783,000 and the civil contract estimate was \$306,000 and came in at \$581,000.

When asked if we are required to take the lowest bid, Ms. McGrath explained we can say it is not responsible based on our experience with a particular contractor.

Mr. Blue explained the package included all asphalt work on lots and roadways, sewer and water outside, all concrete flat work exterior and retaining walls around the retention ponds. He stated the retaining walls were \$214,000 which he feels is a silly cost to make a pond look nice and there is a better way for our own guys to do it. The asphalt was \$224,000 which is extremely high and they feel the civil contractor was asking people to bid out two years so the numbers are extremely inflated. They have decided not to accept the civil contract; we can do the asphalt work in our own department bidding it at that time instead of two years in advance. They kept all subcontractors, threw out the civil package and rolled the sewer and water and concrete back into the general contractor's package. We are going back out for bids on August 22nd.

Ms. Feinen asked if we can let Otto Baum know, up front, that they are not likely to receive a contract and asked if that presents any legal problems. Ms. McGrath explained that it does not. Because of pending litigation and the County's experience it is appropriate for us to tell them our position.

Mr. Blue continued stating that the general contract estimate was 3 million and the lowest bid was over 4 million and he stated there were a few things they feel contributed to that. They have taken that package out and will bid it on its own hoping to get more bids, they will open those bids on August 22nd and the general bids on the 22nd. The total bid package will go before the Facilities committee on the 22nd.

Chair Cowart stated that Facilities meeting should be joint with Highway, all members concur.

Curtis Road Right of Way

Mr. Blue explained he will have another agreement come before the committee in September.

Addendum **Fringe Road Funding**

Mr. Blue reported that they had a meeting with the City of Urbana about the funding of fringe roads and some money the city is withholding from the county. He explained the City believes that we violated part of the fringe development agreement when we passed the million dollar cap so they are withholding tax revenue money, that comes from the agreement, saying unless we change the way we do business with our million dollar cap we will not get the money. They asked us to soften the language in the resolution and the State's Attorney's office thought we should review it and make any changes.

Ms. McGrath stated she would recommend that we first try to work this out with the City. We could look at some re-wording of the resolution if that would solve the issue, although she is not sure it would, she still feels we should consider that option.

Ms. Feinen stated since that resolution has passed, staff has been meeting with the city to talk about making this work and she feels like Urbana, taking this action, is not an act of good faith. Mr. Jay stated he will not be party to this because the million dollar cap is with a purpose, which was not to penalize the cities but to save the county in the future and he doesn't feel we should consider this kind of negotiation from the city.

When asked about the money being with held, Ms. Busey explained it is \$140,000 per year and they owe the county about 8 more years. Mr. Langenheim stated the argument he has heard from the city is that the overwhelming proportion of gas tax money goes into the cities and the county is not entitled to the money we are spending on rural roads and he feels they will continue to argue that way. Mr. Blue stated they argue that 2/3 of the MFT receipts come from the cities and they don't get that back from the county, they also argue that there were not preliminary discussions before we passed the resolution. Mr. Jay stated this is not city money. MFT is split up and the cities get a share of their own that has nothing to do with the County, now they want our share.

Mr. Bensyl asked what the amount of our sharing agreement is with the city of Urbana. Mr. Blue stated our current commitment to them, on Windsor, totals 2.5 million over 5 years and the total of tax revenue is about 1 million. He reminded the committee that there is a Lierman road agreement with the city where they currently owe us about \$800,000 currently.

Ms. Wysocki stated we have made a case that we are not backing off of our commitments on fringe road but she is wondering if there should be some language in the resolution that, in more detail, states what we are doing. Mr. Jay stated he is concerned with changing the wording because what we have in place is working.

Ms. Wysocki stated twice a year she and Deb Busey sit down with the City of Champaign to discuss what is going on and when they construct the agenda for that meeting they do put the fringe road issue on the table; Champaign is not unhappy with this resolution and they are accepting it. With Urbana, when Mayor Prussing first took office she made her aware of these meetings and she suggested Urbana and the County could benefit from something similar, to date that has not happened.

Other Business

When asked where we stand on the pavement report, Mr. Blue explained that all information has been collected and they are taking all raw data and putting it into the software.

Determination of Consent Agenda Items

Committee consensus to include items 5 A and B on the County Board consent agenda.

Adjournment

Chair Cowart declared the meeting adjourned at 10:42 a.m.

Respectfully Submitted,

Tiffany Talbott
Administrative Secretary

CHAMPAIGN COUNTY BOARD COMMITTEE MINUTES

Highway & Transportation Committee
Friday, September 8, 2006 – 9:00 a.m.
Lyle Shields Meeting Room
Brookens Administrative Center

MEMBER PRESENT: Bensyl, Carter, Jones, Gross, Jay, Langenheim, O'Connor, Weibel

MEMBERS ABSENT: Cowart

OTHERS PRESENT: Jeff Blue, John Cooper, Debby Wagner, Barb Wysocki, Susan McGrath

Call to Order

Vice Chair Jay called the meeting to order at 9:04 a.m.

Approval of Agenda/Addendum

MOTION by Weibel to approve the agenda and addendum as presented; seconded by Carter. **Motion carried.**

Approval of Minutes – June 9, 2006

MOTION by Carter to approve the minutes of June 9, 2006 as presented; seconded by Bensyl. **Motion carried.**

Public Participation

There was no public participation.

Monthly Reports

County & Township Motor Fuel Tax Claims – September 2006

MOTION by Carter to receive and place on file the County & Township Motor Fuel Tax Claims for September 2006; seconded by Weibel. **Motion carried.**

Final Bridge Reports

MOTION by Langenheim to receive the place on file the final bridge reports; seconded by Carter. **Motion carried.**

County Engineer

Resolution awarding of contract for the replacement of a bridge located in East Bend Road District – Section #05-10911-00-BR.

Mr. Blue explained that on August 31st, they had five bid openings for bridge projects in 5 different townships to be constructed this fall, winter and next spring. He explained this resolution is for a bridge located in East Bend Road District, on a township road. Newell Construction, out of Danville, was the low bidder at \$212,643 which was 2% below the Engineers estimate of \$216,674.

Ms. Gross pointed out that all of this award of contracts are going to Newell Construction and she asked Mr. Blue if he felt they have the capacity to do all five of these bridges. Mr. Blue stated he spoke with the Township Highway Commissioners and they understand they will not all be completed by this fall. He stated Newell Construction does a good job and they are very good to work with.

MOTION by Bensyl to recommend County Board approval of the resolution awarding of contract for the replacement of a bridge located in East Bend Road District – Section #05-10911-00-BR; seconded by Carter. **Motion carried.**

Resolution awarding of contract for the replacement of a bridge located in Pesotum Road District – Section #05-18910-00-BR

Mr. Blue explained that Newell Construction was the low bidder at \$114,651 which was 3% below the Engineers estimate.

MOTION by Carter to recommend County Board approval of the resolution awarding of contract for the replacement of a bridge located in Pesotum Road District – Section #05-18910-00-BR; seconded by Jones. **Motion carried** with O'Connor abstaining.

Resolution awarding of contract for the replacement of a bridge located in Rantoul Road District – Section #05-20912-00-BR.

Mr. Blue explained this bridge is just to the east of Thomasboro and Newell Construction was the lowest bidder at \$109,000, which was 8% below the Engineers estimate.

MOTION by Carter to recommend County Board approval of the resolution awarding of contract for the replacement of a bridge located in Rantoul Road District – Section #05-20912-00-BR; seconded by Bensyl. **Motion carried.**

Resolution awarding of contract for the replacement of a bridge located on the line between Somer & Stanton Road Districts – Section #05-25913-00-BR

Mr. Blue explained Newell Construction was again the lowest bidder at \$137,000 which was 6% over the engineers estimate; he reminded the committee that as long as the bid is within 10% of the estimate, it is fine to award the contract.

MOTION by Bensyl to recommend County Board approval of the resolution awarding of contract for the replacement of a bridge located on the line between Somer & Stanton Road Districts – Section #05-25913-00-Br; seconded by Carter. **Motion carried.**

Resolution awarding of contract for the replacement of a bridge located in Urbana Road District – Section #05-30916-00-BR

Mr. Blue explained this bridge is located north of I-74 and Newell Construction was the lowest bidder at \$145,000, which was 1.5% under the Engineers estimate. When asked why all the bidders are from out of town, Mr. Blue explained that Champaign Asphalt chose not to bid but he feels having four bidders on small bridges like this is a good turnout.

MOTION by Weibel to recommend County Board approval of the resolution awarding of contract for the replacement of a bridge located in Urbana Road District – Section #05-30916-00-BR1; seconded by Jones. **Motion carried.**

Budget 2007

Mr. Blue stated he wanted to make sure everyone received a copy of the budget book from the budget hearings and reminded the committee he is available if there are any questions.

Building Update

Mr. Blue explained that the general contractor contract was awarded to English Brother, and the special use permit will go to the Urbana City Council meeting on September 18th. He reported they are still moving dirt with their own forces and they hope to be done in the next few weeks because the concrete contractor will want to move in soon.

Other Business

Semi-Annual Review of Closed Session Minutes

Ms. McGrath stated she has reviewed the minutes and determined that it is now appropriate to open the closed session minutes of May 24, 2004. She recommends keeping the remaining minutes closed.

MOTION by Weibel to concur with the recommendation of the Assistant State's Attorney and open the closed session minutes of May 24, 2004 while keeping all remaining closed session minutes closed; seconded by Carter. **Motion carried.**

ADDENDUM

County Engineer

Resolution appropriating County Motor Fuel Tax for underdrains for County Highway 9

Mr. Blue explained this is the County Highway 9 Project and the reconstruction of the roadway surface is a federal aid project to be built in 2007. When they do projects such as this, they come with a suggestion from IDOT, to put in underdrains, so they will be putting in 4 inch tile the entire length of the roadway. The cost will be \$280,000 and will come from the MFT fund.

MOTION by Carter to recommend County Board approval of the resolution appropriating County Motor Fuel Tax for underdrains for County Highway 9; seconded by Langenheim. **Motion carried.**

Approval of direction and action by County Board for Fringe Road Agreement

Mr. Blue reported that he met with Ms. McGrath, Ms. Wysocki and Ms. Busey to discuss the Urbana Mayor's decision to withhold County money. The State's Attorney's office has sent a letter to the Mayor requesting that the money be paid by September 22, 2006 otherwise there will be action taken by the County Board to try and get those funds. After the last Highway meeting it was very clear that we were not going to change our position on the million dollar resolution and now they need to talk about what action we need to take if Urbana does not make the payment.

Ms. McGrath explained the letter sent, to the Mayor of Urbana as well as all Urbana City Council members, stated we need to take some action to resolve the dispute. They have had several informal discussions with the city to try and work out an agreement and the basis of the dispute appears to be the city believing that, in the future, the County is not going to abide by the terms of the fringe annexation agreement, which was entered into between the county and cities in 1990.

That agreement also included language saying the cities were obligated to pay for 10 years of sales tax from any business that was annexed into the city. The \$140,000 is a payment due to us, pursuant to the terms of the agreement, which states if there is a problem with anything, having to do with a payment, between the parties, a demand letter must be sent saying here is what we think was done wrong, which is why they sent the letter. At this point, the County has a few options if the money is not paid: the first would be to say to the city that we agree that the agreement has run its course and we are not interested in being a part of the agreement anymore. Tell them to keep the money but state that we will not enter into any future agreements on cooperating in fringe road development, aside from the ones we are already doing. The other option would be to enforce the contract through court action. She explained that there are 8 years left on the Farm N Fleet annexation, which is where the majority of this money is coming from. County participation in that road project, on North Cunningham was heavily tied to the County being promised the sales tax from Farm N Fleet.

Ms. Wysocki stated that Urbana is two years behind with a \$250,000 responsibility for the street scape around the Courthouse. They also owe us \$700,000 for Lierman Avenue work.

Mr. Bensyl stated we have not breached our agreement; we just have a budget we have to work within. We will pay for everything we have obligated to pay, we are operating in good faith but they owe us the money so if we go to Court, that is what we do. When asked about court costs, Ms. McGrath stated as long as we keep it in-house it will only cost her time.

Determination of Consent Agenda Items

Committee consensus to include items 6 A, C, D, E and Addendum item H on the County Board consent agenda.

Adjournment

Vice-Chair Jay declared the meeting adjourned at 9:51 a.m.

Respectfully Submitted,

Tiffany Talbott
Administrative Secretary

CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE
COUNTY ENGINEER

1776 E. WASHINGTON

(217) 384-3800
FAX (217) 328-5148

URBANA, ILLINOIS 61802

October 6, 2006

COUNTY MOTOR FUEL TAX CLAIMS FOR SEPTEMBER

Req No.	Payee	Description	Amount
55	Applied Research Associates	Pavement Management Study - Section #05-00401-00-ES	45,316.00
57	Illinois Association of County Engineers	Registration - IACE 92nd Fall Meeting 10/4-10/6/06 - Peoria	45.00
58	Champaign County Treasurer	Equipment Rental - County Highway Equipment - June & July	17,884.08
59	Applied Research Associates	Pavement Management Study - Section #05-00401-00-ES	9,102.00
			<hr/> <hr/> \$ 72,347.08 <hr/> <hr/>

TOWNSHIP MOTOR FUEL TAX CLAIMS FOR SEPTEMBER

Req No.	Payee	Description	Amount
229	Prairie Material Sales, Inc	Harwood- 594.83 Ton CA-16, gravel	6,245.82
230	Emulsicoat, Inc	Compromise- 17,132 Gal HFRS-2	16,446.72
231	Woodworth & Sons, Inc	Compromise- 17,132 Gal HFRS-2, hauled	736.68
232	Emulsicoat, Inc	Crittenden- 11,699 Gal HFRS-2	11,231.04
233	Emulsicoat, Inc	East Bend- 1,204 Gal HFRS-2	1,155.84
234	Emulsicoat, Inc	Harwood- 51,986 Gal HFRS-2 - 8,953 Gal MC-30	67,812.56
235	Emulsicoat, Inc	Ludlow- 5,773 Gal HFRS-2	5,542.08
236	Emulsicoat, Inc	Somer- 13,029 Gal HFRS-2	12,507.84
237	Woodworth & Sons, Inc	Somer- 11,387 Gal HFRS-2, hauled	489.64
238	Emulsicoat, Inc	Ogden- 5,809 Gal HFRS-2	5,576.64
239	Woodworth & Sons, Inc	Ogden- 5,809 Gal HFRS-2, hauled	249.79
240	Woodworth & Sons, Inc	Stanton- 5,572 Gal HFRS-2, hauled	239.60
241	Emulsicoat, Inc	Champaign- 18,792 Gal HFRS-2	18,040.32
242	Emulsicoat, Inc	Crittenden- 3,070 Gal HFRS-2	2,947.20
243	Emulsicoat, Inc	Ogden- 5,760 Gal HFRS-2	5,529.60
244	Woodworth & Sons, Inc	Ogden- 5,760 Gal HFRS-2, hauled	247.68
245	Emulsicoat, Inc	Rantoul- 71,711 Gal HFRS-2	68,842.56
246	Woodworth & Sons, Inc	Rantoul- 33,623.95 Gal HFRS-2, hauled	1,445.83
247	Illiana Construction Co.	East Bend- 1,204 Gal HFRS-2, spread - 36 Ton Chips spread	269.27

248	Brown Road District	Equipment Rental	8,438.05
249	Emulsicoat, Inc	Ogden- 2,492.59 Gal HFRS-2	2,392.89
250	Hensley Township	Reimbursement for: 14,403 Gal HFRS-2, spread 432 Ton chips, spread	3,225.95
251	Illiana Construction Co.	Stanton- HFRS-2 & chips spread & hauled	11,471.27

\$251,084.87

LOCAL AGENCY/COMPANY AGREEMENT

THIS AGREEMENT is made as of the 19th day of October, 2006 by and between the County of Champaign , Illinois hereinafter called the LOCAL AGENCY and Illini Ethanol LLC, hereinafter called the COMPANY.

WHEREAS, the LOCAL AGENCY is interested in expanding its economic base with the primary emphasis on creating and retaining jobs; and

WHEREAS, the LOCAL AGENCY will enter into an agreement with the Illinois Department of Transportation, hereinafter called the STATE, to implement an economic development program that significantly impacts upon the LOCAL AGENCY's economic base; and

WHEREAS, the COMPANY has proposed a project that will create and/or retain jobs, thus providing a significant benefit to the LOCAL AGENCY's economic base;

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

I. REPORTING REQUIREMENTS

- 1.1 As required by Public Act 93-552, the COMPANY is required to submit to the STATE an annual progress report of employment for five years from the date of the IDOT/Local Agency funding agreement.
- 1.2 The annual progress report shall consist of job classifications, wages, number of positions, and other pertinent information as shown on Exhibit I.
- 1.3 All annual employee progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The COMPANY will be notified by letter annually with instructions on how and when to fill out their annual report. This report will then be submitted electronically to IDOT.

II. DEFAULT AND REMEDIES

- 2.1 The COMPANY shall make the investment in the Project which shall create and/or retain a minimum of 40 full-time jobs at the facility on or before July 1, 2007.
- 2.2. In the event the COMPANY fails to create and/or retain the requisite number of full-time jobs, or the COMPANY fails to comply with the reporting requirements herein, the COMPANY may be held in default. If declared in default, the COMPANY shall be put on suspension and shall be prohibited from completing any current or providing any future development assistance until the state receives proof that the recipient has come into compliance with the requirements of Public Act 93-552.

III. TERMINATION

- 3.1 This Agreement may be terminated at any time by written, mutual agreement of the parties.
- 3.2 This Agreement, and all further obligations of the parties hereunder, will terminate when the Project has been completed and when the COMPANY has satisfied its reporting obligations under Section 1.

IV. GENERAL PROVISIONS

- 4.1 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 4.2 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- 4.3 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

APPROVED BY

Company Name _____

Title _____

Signature _____

Date _____

APPROVED

County of _____

By _____
County Board Chair

Date _____