



CHAMPAIGN COUNTY BOARD COMMITTEE AGENDA

HIGHWAY & TRANSPORTATION
Thursday, April 5, 2007 – 9:00 a.m.
Meeting Room 2, Brookens Administrative Center
1776 E. Washington – Urbana

CHAIR: Cowart
MEMBERS: Beckett, Bensyl, Carter, Jay, Knott, Langenheim, Melin, O'Connor

<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. March 9, 2007	1-3
4. <u>Public Participation</u>	
5. <u>Monthly Reports</u> A. County & Township Motor Fuel Tax Claims – March 2007	4
6. <u>County Engineer</u> A. Resolution awarding of contract for the replacement of a bridge located ½ mile North and ½ mile East of Royal on County Highway 22 – Section #06-00923-00-BR.	5-6
B. Resolution awarding of contract for the replacement of a bridge located ½ mile South of Penfield on County Highway 22 – Section #06-00924-00-BR.	7-8
C. Review of Bridge Bids from March 8, 2007	
D. East Washington Street Improvement	
E. Ordinance for the establishment of an altered speed zone on 125E in Mahomet Road District.	9-14
F. Economic Development Program Agreement for County Highway 22	15-29
G. HRRRP Application	30
H. County Highway 9 Bids	31-32
I. Mutual Aid Agreement (to be distributed at meeting)	

County Engineer cont.

J. Authorization to file eminent domain lawsuits against property owners, if necessary in order to acquire right of ways and easement for the Curtis Road – Wynstone to Wesley – Road Project.

K. Authorization to request Quick-Take legislation against property owners, if necessary, in order to acquire right of ways and easements for the Curtis Road – Wynstone to Wesley – Road Project.

7. **Other Business**

8. **Determination of Consent Agenda Items**

9. **Adjournment**

CHAMPAIGN COUNTY BOARD
COMMITTEE MINUTES

HIGHWAY & TRANSPORTATION COMMITTEE

Friday, March 9, 2007

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

MEMBERS PRESENT: Beckett, Carter, Jay, Knott, Langenheim, Melin, O'Connor

MEMBERS ABSENT: Cowart, Bensyl

OTHERS PRESENT: John Cooper, Debby Wagner, Susan McGrath,
Chris Doenitz, Marvin Johnson, Ken Schmidt

Call to Order

Vice-Chair O'Connor called the meeting to order at 9:00 a.m. A roll call confirmed a quorum present.

Approval of Agenda/Addendum

MOTION by Carter to approve the agenda; seconded by Knott. There was no addendum. **Motion carried.**

Approval of Minutes – February 9, 2007

MOTION by Langenheim to approve the minutes of February 9, 2007 as presented; seconded by Knott. **Motion carried.**

Public Participation

There was no public participation.

Monthly Reports

County & Township Motor Fuel Tax Claims – February 2007

MOTION by Carter to receive and place on file the County & Township Motor Fuel Tax Claims for February 2007; seconded by Jay. **Motion carried.**

County Engineer

Resolution awarding of contract for 2007 Township Bituminous Materials

MOTION by Beckett to recommend County Board approval of the Resolution awarding of contract for 2007 Township Bituminous Materials; seconded by Jay. **Motion carried.**

Resolution appropriating County Motor Fuel Tax Funds for the salary and estimated expenses of the County Engineer for the period December 1, 2006 thru November 30, 2007

MOTION by Knott to recommend County Board approval of the Resolution appropriating County Motor Fuel Tax Funds for the salary and estimated expenses of the County Engineer for the period December 1, 2006 thru November 30, 2007; seconded by Beckett.

Ms. Melin asked if the entire salary will be coming out of the County Motor Fuel Tax Funds. Mr. O'Connor stated 50% of the salary comes from MFT.

MOTION carried.

Other Business

Semi-Annual Review of Closed Session Minutes

Ms. McGrath stated she has reviewed the closed session minutes and she recommends opening the minutes of May 24, 2004 because they do not contain any privacy information or any other issues that need to remain confidential.

MOTION by Beckett to open the Highway & Transportation closed session minutes of May 24, 2004 while keeping all other closed session minutes closed; seconded by Knott.

Mr. Langenheim asked if the State's Attorney's office reviews these minutes from the point of view that they will ever be opened. Ms. McGrath explained it doesn't matter how old the minutes are and when she reviews them she looks to see if they are talking about general issues appropriate to be opened. They keep closed, the performance appraisal minutes and those relating to pending litigation.

MOTION carried.

Mr. Beckett reported to the committee that at the last County Facilities Committee meeting they discussed the future of the CAC building. The plan for the new highway building is that at some point the CAC will have to come down and, at that meeting, it became obvious the CAC may not move into the old nursing home. The committee talked about how long the building would be able to stay up and he stated he would like to discuss that with Mr. Blue before the next Facilities meeting.

Mr. Cooper explained the building will need to come down prior to excavation of the ponds and that can be held off for a while; he doesn't see the building having to come down until the highway building is up but he will talk with Mr. Blue.

Determination of Consent Agenda Items

Committee consensus to include items 6 A and B on the County Board consent agenda.

Adjournment

Mr. O'Connor declared the meeting adjourned at 9:15 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

April 5, 2007

COUNTY MOTOR FUEL TAX CLAIMS FOR MARCH

Req No.	Payee	Description	Amount
18	Champaign County Treasurer	County Equipment Rental Reimbursement December & January	18,237.68
19	Cargill, Inc.	881.71 T. De-icing Salt	39,289.04
			<u><u>\$57,526.72</u></u>

TOWNSHIP MOTOR FUEL TAX CLAIMS FOR MARCH

Req No.	Payee	Description	Amount
28	Summers Trucking	Brown- 653.5 Ton RAP CA-6 F&D	7,959.63
29	Summers Trucking	Condit- 490.39 T CM-15 F&D	6,728.15
30	Summers Trucking	Newcomb- 379.35 T CA-15 F&D	5,246.41
31	Ron Smith Trucking Inc	Ayer- 184.45 T CA-6 F&D	1,708.01
32	Brown Township	Equipment Rental	6,987.24
33	Summers Trucking	Brown- 212.62 Ton RAP CA-6 F&D	2,589.71
34	Summers Trucking	Condit- 117.15 T CM-15 F&D	1,607.30
35	Champaign County Treasurer	06-00000-00-GM Engineering Fees	96,282.44
			<u><u>\$129,108.89</u></u>

RESOLUTION NO. _____

RESOLUTION AWARDING OF CONTRACT FOR
THE REPLACEMENT OF A BRIDGE
LOCATED ON COUNTY HIGHWAY 22
SECTION #06-00923-00-BR

WHEREAS, the following bid was received at a Public Letting held on March 8, 2007, in Urbana, Illinois for the replacement of a bridge located approximately ½ mile North and ½ mile East of Royal on County Highway 22:

O'Neil Bros., a Div. of MACC of Ill. – Danville, Illinois.....\$416,477.00, and

WHEREAS, the Highway and Transportation Committee recommends to the County Board that the above bid be awarded, and

WHEREAS, the County Board of Champaign County concurs in the action recommended by the Committee.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Champaign County does hereby award the above listed bid to O'Neil Bros., a Div. of MACC of Ill. – Danville, Illinois, and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit three (3) certified copies of this resolution to Mr. Joseph E. Crowe, District Engineer, Illinois Department of Transportation, Paris, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 19th day of April A.D., 2007.

C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Mark Shelden, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

Resolution No.

I, Mark Shelden, County Clerk in and or said County, in the State aforesaid and keeper of the records and files thereof, as provided by stature, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Champaign County at its County Board meeting held at Urbana, Illinois on April 19, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County, this ____ day of _____ A.D., 2007.

(SEAL)

_____ County Clerk

APPROVED

Date

Department of Transportation

District Engineer

RESOLUTION NO. _____

**RESOLUTION AWARDING OF CONTRACT FOR
THE REPLACEMENT OF A BRIDGE
LOCATED ON COUNTY HIGHWAY 22
SECTION #06-00924-00-BR**

WHEREAS, the following bid was received at a Public Letting held on March 8, 2007, in Urbana, Illinois for the replacement of a bridge located approximately ½ mile South of Penfield on County Highway 22:

O'Neil Bros., a Div. of MACC of Ill. – Danville, Illinois.....\$695,843.00, and

WHEREAS, the Highway and Transportation Committee recommends to the County Board that the above bid be awarded, and

WHEREAS, the County Board of Champaign County concurs in the action recommended by the Committee.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Champaign County does hereby award the above listed bid to O'Neil Bros., a Div. of MACC of Ill. – Danville, Illinois, and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit three (3) certified copies of this resolution to Mr. Joseph E. Crowe, District Engineer, Illinois Department of Transportation, Paris, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 19th day of April A.D., 2007.

C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Mark Shelden, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

Resolution No. _____

I, Mark Shelden, County Clerk in and or said County, in the State aforesaid and keeper of the records and files thereof, as provided by stature, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Champaign County at its County Board meeting held at Urbana, Illinois on April 19, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County, this _____ day of _____ A.D., 2007.

(SEAL)

_____ County Clerk

APPROVED

Date

Department of Transportation

District Engineer

ORDINANCE NO.

AN ORDINANCE FOR THE ESTABLISHMENT
OF AN ALTERED SPEED ZONE
IN MAHOMET ROAD DISTRICT

WHEREAS, it is hereby declared by the County Board of Champaign County, Illinois, that the basic statutory vehicular speed limit established by Section 11-604 of the Illinois Vehicle Code is greater, or less, than that considered reasonable and proper on 125E from 0.06 miles North of 1900N to 0.44 miles North of 1900N, a distance of 0.38 mile, for which Mahomet Road District has maintenance responsibility and which is not under the jurisdiction of the Department of Transportation, State of Illinois.

NOW, THEREFORE, BE IT FURTHER DECLARED, that this Board has caused to be made an engineering and traffic investigation upon the highway listed, and

BE IT FURTHER DECLARED, that by virtue of Section 11-604 of the above Code, this Board determines and declares that the reasonable and proper absolute maximum speed limit upon the highway described shall be as stated therein, and

BE IT FURTHER DECLARED, that by virtue of Section 11-604 of the above Code, and according to the results of the engineering and traffic investigation on the above stated segment of 125E, it was determined that the reasonable and proper absolute maximum speed limit from 0.06 miles North of 1900N to 0.44 miles North of 1900N, shall be 35 miles per hour, and

BE IT FURTHER DECLARED, that this ordinance shall take effect immediately after the erection of said signs giving notice of the maximum speed limit.

PRESENTED, PASSED, APPROVED and RECORDED this 19th day of April A.D., 2007.

C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

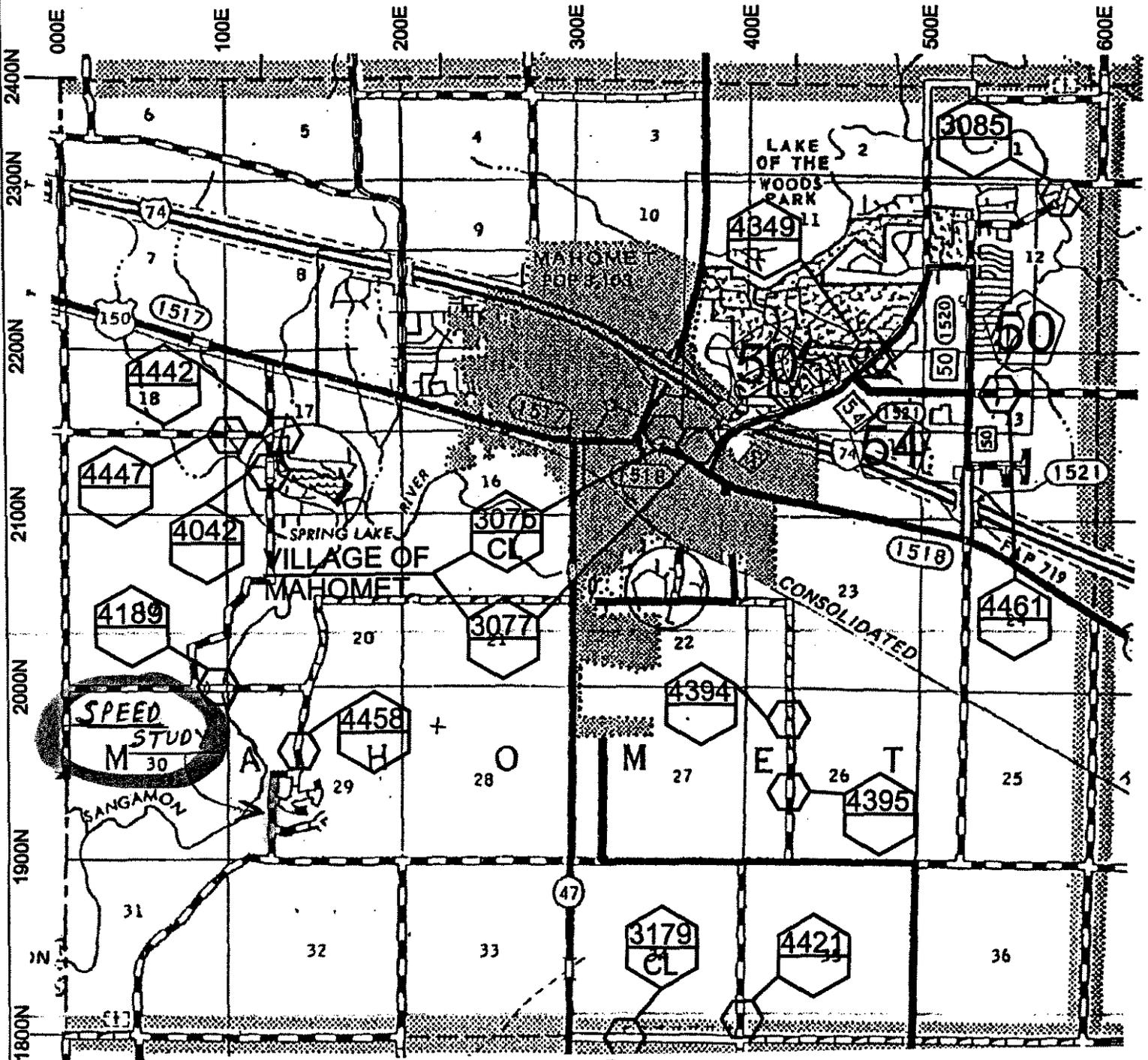
ATTEST: _____
Mark. Shelden, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

BRIDGE LOCATION MAHOMET ROAD DISTRICT CHAMPAIGN COUNTY

REVISION
1/24/2003
1/7/2004
1/19/2005

OVER 20'



DEPARTMENT OF TRANSPORTATION

ESTABLISHMENT OF SPEED ZONES

ZONE NO. _____

ROUTE 125 E FROM 0.06 Miles North of 1900N
 TO 0.44 miles North on 125 E A DISTANCE OF 0.38 MILES
 IN _____, MAHOMET TOWNSHIP, CHAMPAIGN COUNTY
AROUND PINETREE SUBDIVISION

I SPOT SPEED STUDIES (ATTACHED)

CHECK NO.	.85th %	10 MPH PACE UPPER LIMIT
<u>1 NB</u>	<u>38</u>	<u>37</u>
<u>1 SB</u>	<u>41</u>	<u>40</u>

V DRIVEWAY CONFLICTS

RESIDENTIAL DRIVES	<u>17</u> x 1.0 = <u>17</u>
SMALL BUSINESS DRIVES	<u>2</u> x 5.0 = <u>10</u>
LARGE BUSINESS DRIVES	_____ x 10.0 = _____
DRIVEWAY CONFLICT NUMBER TOTAL	<u>27</u>
<u>27 (D.C.N)</u>	= <u>71 / MILE</u>
<u>0.38 MILES</u>	CONFLICT NO./MILE

II TEST RUNS

RUN NO.	AVERAGE SPEED MPH	
	<u>NB</u> or WB	<u>SB</u> or EB
<u>1</u>	<u>34</u>	<u>38</u>
<u>2</u>	<u>37</u>	<u>37</u>
<u>3</u>	<u>38</u>	<u>35</u>
<u>4</u>		
<u>5</u>		

VI MISCL. FACTORS

PEDESTRIAN VOLUME _____

ACCIDENT RATE RATIO:
 STATEWIDE AVG. = _____
 ROUTE

PARKING PERMITTED YES NO

III PREVAILING SPEED

85th PERCENTILE AVG.	<u>39.5</u> MPH
UPPER LIMIT AVG.	<u>38.5</u> MPH
TEST RUN AVG.	<u>36.5</u> MPH
PREVAILING SPEED:	<u>38.2</u> MPH

VII PREVAILING SPEED ADJUSTMENT

DRIVEWAY ADJUSTMENT	<u>10</u> %
PEDESTRIAN ADJUSTMENT	<u>-</u> %
ACCIDENT ADJUSTMENT	<u>-</u> %
PARKING ADJUSTMENT	<u>-</u> %
TOTAL (MAX 20%)	<u>10</u> %
<u>38.2</u> MPH	x <u>10.0</u> % = <u>3.8</u>
PREVAILING SPEED	ADJUSTMENT (Max. 9 MPH)
ADJUSTED PREVAILING SPEED:	<u>34.4</u> MPH

IV EXISTING SPEED LIMITS

ZONE BEING STUDIED	<u>55</u> MPH
VIOLATION RATE	<u>0</u> %
ADJACENT ZONES <u>N</u> or W	<u>55</u> MPH
LENGTH <u>0.5</u> MILES	
<u>S</u> or E	<u>55</u> MPH
LENGTH <u>0.1</u> MILES	

VIII REVISED SPEED LIMIT

RECOMMENDED SPEED LIMIT 35 MPH

ANTICIPATED VIOLATION RATE 47.4 %

RECOMMENDED BY _____
 ORGANIZATION _____
 DATE _____

APPROVED BY JB
 DATE 5/28/07

CONDITION DIAGRAM

Route 125E

From 1900N

To 0.68 Miles N of 1900N

~~City~~ Mahomet Twp,

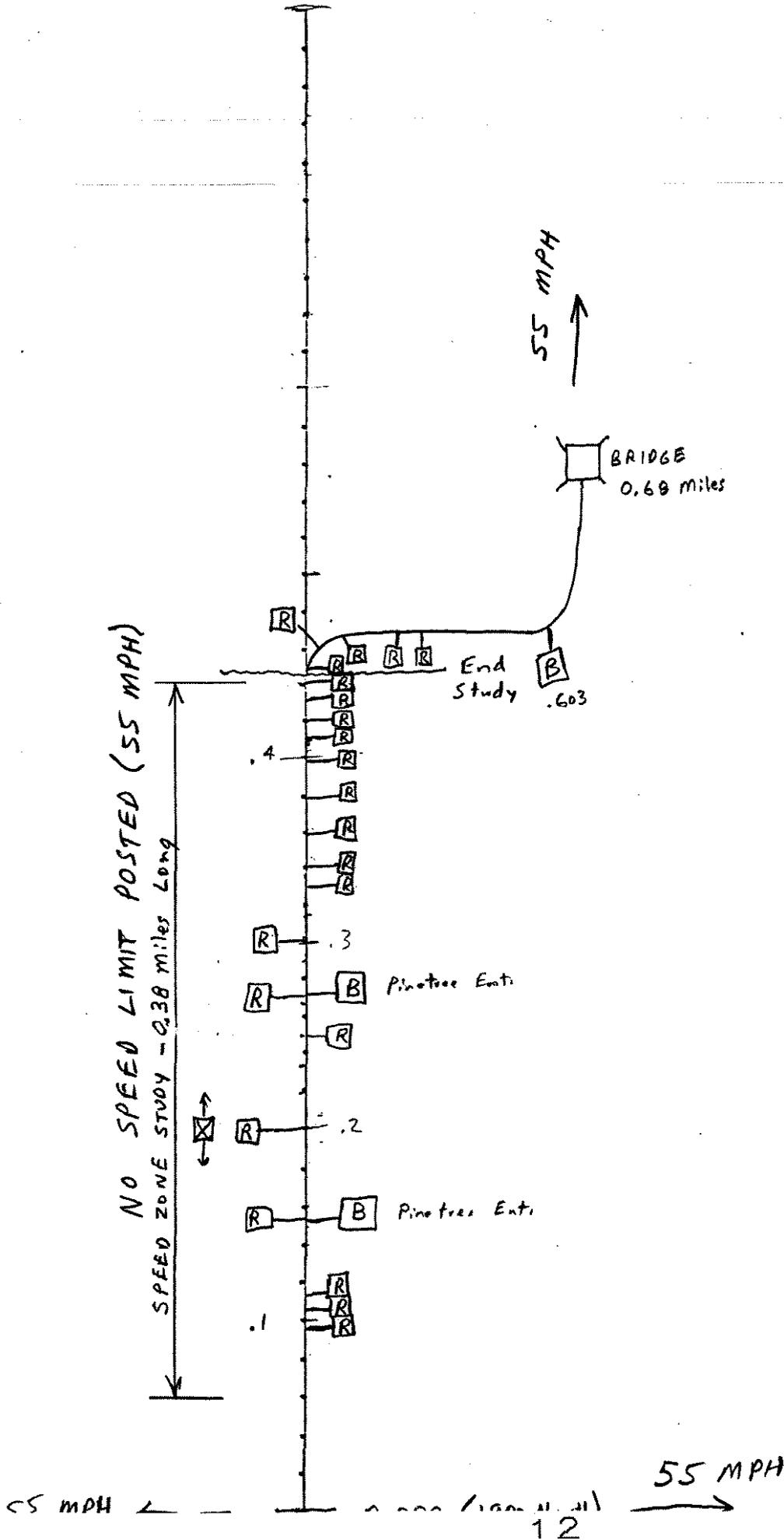
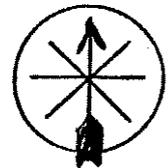
County Champaign

Date 10-6-06

Recorder John Markov
JRM

-  Traffic Signals
-  Residence
-  Business
-  Radar Location
-  Sign Location

Indicate North



 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Champaign County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 06-00410-00-WR	Fund Type STR/EDP/TARP	ITEP Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-312-07					

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name CH 22 Route FAS 515 Length 8.5 miles
Termini US 136 to CH 20

Current Jurisdiction Champaign County Existing Str. No. _____

Project Description

Roadway widening and resurfacing

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	()	()	()	()	()	()	()
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	SEE ADDENDA #2 DIVISION OF COST						
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
TOTAL	\$ _____		\$ _____		\$ _____		\$ _____

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A—Lump Sum (95% of LA Obligation) _____

METHOD B— _____ Monthly Payments of _____

METHOD C—LA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.
 Number 1 Location Map, Number 2 – Division of Cost, Number 3 - Annual Employment Progress Report, Number 4 - Local Agency/Company Agreement, Number 5 – 80,000 lb Truck Access Resolution

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name C. Pius Weibel

Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.

Signature _____

Date _____

TIN Number 376009610

APPROVED

State of Illinois
 Department of Transportation

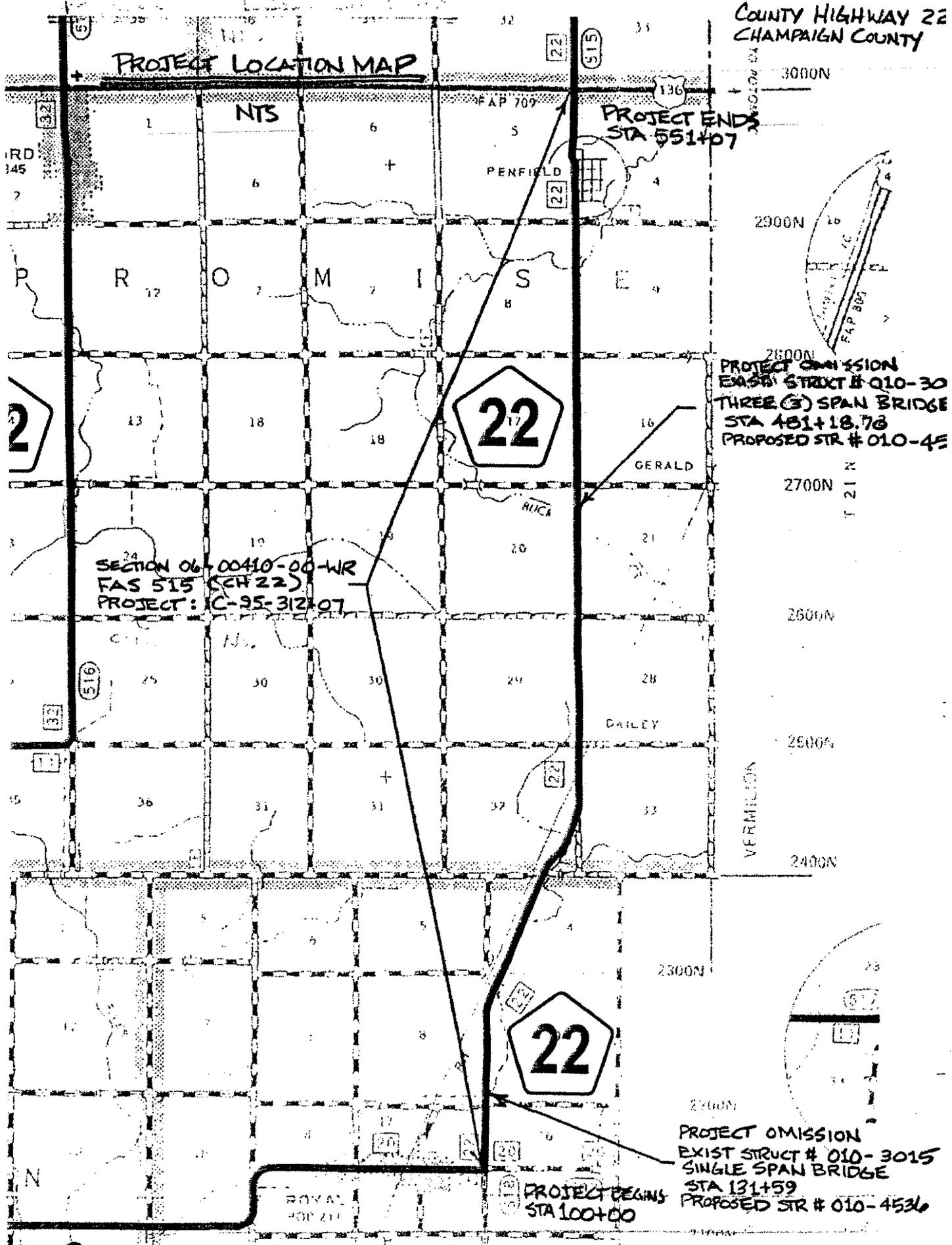
Timothy W. Martin, Secretary

Date _____

Milton R. Sees, Director of Highways/Chief Engineer

Ellen Schanzle-Haskins, Chief Counsel

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



ADDENDA #2

DIVISION OF COST
06-00410-00-WR
Champaign County

	<u>TARP (1)</u>	<u>%</u>	<u>EDP(2)</u>	<u>%</u>	<u>STR (3)</u>	<u>%</u>	<u>LOCAL (4)</u>	<u>%</u>	<u>TOTAL</u>
Preliminary Engineering			\$103,112	50			\$103,112	Bal	\$206,224
Construction	\$525,000	LS	\$859,267	50	\$334,267			Bal	\$1,718,534
Construction Engineering			\$60,148	50	60,148			Bal	\$120,296
Totals	\$525,000		\$1,022,527		\$394,415		\$103,112		\$2,045,054

- (1) Lump Sum \$525,000 Truck Access Funds not to exceed 50% of the final cost of the project, to be used as a match to the Federal Funds, to be used first.
- (2) 50% EDP funds not to exceed \$1,022,527, as a match to the Federal Funds, to be used second.
- (3) 80% of Total Construction Contract, to be used third.
- (4) Local Agency responsible for balance.

ILLINOIS DEPARTMENT OF TRANSPORTATION
Economic Development Program

Employment Reporting Form
Initial Application

09 / 14 / 2006
(date of application)

Application Tracking Number
(Assigned by IDOT)

COMPANY INFORMATION

Name of Company Illini Ethanol LLC

Chief Officer or authorized designee Reg Ankrom

Title Project Manger

Address WCU Building, Suite 502
510 Maine, Quincy, IL 62301

Phone Number 217-641-3011 (office), 217-779-2595 (mobile)

E-mail address (required) reg@wiepllc.com

FEIN Number _____

Standard Industrial Classification Number (SIC #) 2869

North American Industry Classification System (NAICS) All Other Basic Organic Chemical Manufacturing

Project Site: Royal, Illinois 61871
(City and Zip Code where employees, New or retained, are to be located.)

SPONSOR INFORMATION

Sponsor (Unit of Government) Champaign County

Contact Person Jeff Blue

Title County Engineer

Address 1776 E. Washington
Urbana, IL 61801

Phone Number 217-384-3800

I, Reg Ankrom, as the Chief Officer (or authorized designee) of the recipient verify that the information in the progress report contains no knowing misrepresentation of material facts upon which eligibility for development assistance is based. I further certify that, to the best of my knowledge, the recipient is in compliance with the development assistance agreement(s) between, or behalf of, the recipient and the Illinois Department of Transportation.



9/14/06

(Signature) (Date)

Manager, Project Development

(Title)

Granting Body of Economic Development Program Funds: Illinois Department of Transportation
Mr. Dick Smith, Director
Office of Planning and Programming
2300 South Dirksen Parkway
Springfield, Illinois 62764

Please mail form to: Illinois Department of Transportation
Mr. Keith Sherman
Office of Planning and Programming, Rm. 307
2300 South Dirksen Parkway
Springfield, Illinois 62764

Attn: Economic Development Program

Phone (217) 782-0378

**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 Illini Ethanol, LLC

Title Managing Member

Signature William R. Feltner

Date 10/24/06

APPROVED

County of Champaign

By Barbara Wysocki
County Board Chair

Date 10/31/06

RESOLUTION NO. 5816

RESOLUTION ESTABLISHING A CLASS II
DESIGNATED TRUCK ROUTE
ON COUNTY HIGHWAY 22

WHEREAS, the State of Illinois, by its General Assembly, has enacted "The Illinois Vehicle Code", and

WHEREAS, 625 ILCS 5/1-126 provides that local authorities may designate Class II or Class III highways within their jurisdiction, and in accordance with 625 ILCS 5/15-111(g), weight limitations shall be designated by appropriate signs placed on such highways, and

WHEREAS, the County of Champaign is desirous of providing a truck route capable of sustaining a load limit of 80,000 pounds on County Highway 22, beginning at the intersection of U.S. Route 136 and extending to County Highway 20 for a distance of 8.5 miles .

NOW, THEREFORE, BE IT RESOLVED, that the above described portion of County Highway 22 be designated as a Class II Truck Route, and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit three (3) certified copies of this resolution to Mr. Joseph E. Crowe, District Engineer, Illinois Department of Transportation, Paris, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 25th day of January A.D., 2007.



C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

ATTEST: 

Mark Sheldon, County Clerk and
Ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR
TO SIGN AN STR/ECONOMIC DEVELOPMENT/TARP AGREEMENT
FOR THE IMPROVEMENT OF COUNTY HIGHWAY 22
AND APPROPRIATING COUNTY MOTOR FUEL TAX FUNDS
SECTION #06-00410-00-WR

WHEREAS, Champaign County and the State of Illinois are desirous to enter into an STR /Economic Development/TARP Agreement for the improvement of County Highway 22 from U.S. Route 136 to County Highway 20, a distance of 8.5 miles..

NOW, THEREFORE, BE IT RESOLVED, that the Chair of the County Board of Champaign County is hereby authorized to sign the agreement with the State of Illinois on behalf of Champaign County, and bind the County to the terms contained therein, and

BE IT FURTHER RESOLVED, that the County Board appropriates the sum of Three Hundred Forty Thousand Five Hundred Dollars (\$103,112) from County Motor Fuel Tax Funds to meet the County's obligation under the Economic Development/TARP Agreement, and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit three (3) certified copies of this resolution to Mr. Joseph E. Crowe, District Engineer, Illinois Department of Transportation, Paris, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 19th day of April A.D., 2007.

C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Mark Shelden, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

Resolution No. _____

I, Mark Shelden, 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 Champaign County at its County Board meeting held at Urbana, Illinois, on January 25, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County, this _____ day of _____ A.D. 2007.

(SEAL) _____ County Clerk

APPROVED

Date

Department of Transportation

District Engineer

CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE
COUNTY ENGINEER

1776 E. WASHINGTON

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

URBANA, ILLINOIS 61802

Darla Latham
IDOT District 5
P.O. Box 610
Paris, IL 61944-0610

Dear Darla;

Please find enclosed an application for HSIP/HRRRP funding from Champaign County for a project located on Monticello Road/County Road 1000N in Champaign County, Illinois.

Monticello Road has been chosen as our candidate for this funding due to the volume of traffic and the crash rate on this roadway in recent years. In the last four years there have been 56 collisions on this corridor with two of those collisions resulting in fatalities. There have also been 8 collisions resulting in severe injuries. Collision types range from head on to rear-end, but the greatest propensity (63%) were run-off the road and angle type collisions which may have been avoided had there been wider shoulders and/or gentler side slopes on the roadway. Therefore, our application includes the widening and upgrade of the shoulders from two feet wide gravel shoulders to four feet wide paved shoulders with an edge line rumble strip. As a result of the shoulder widening the side slopes will need to be regraded and during that process we will make them gentler and less hazardous. These safety improvements have been proven to mitigate run off the road and angled crashes. We also propose to incorporate centerline rumble strips to help mitigate the head on and side swipe collisions in this corridor. The funds requested would be used to incorporate these specific safety measures and would not be used merely to overlay a roadway and make it safer because the surface is smoother. This application has been well prepared and Champaign County has the funds available and will appropriate the needed funds to purchase the right of way on this corridor in order to accomplish these safety improvements. We estimate the total cost of these improvements to be approximately \$2,029,424 million dollars. We are requesting \$1,363,539 million in program funds and are prepared to allocate \$665,85 for the local share.

Thank you for considering our project. I look forward to hearing from you soon.

Sincerely,



Jeff Blue, P.E.
Champaign County Engineer

ILLINOIS DEPARTMENT OF TRANSPORTATION
AS READ TABULATION OF BIDS RECEIVED
March 09, 2007

040 CONTRACT: 70557 DISTRICT: 05 COUNTY: CHAMPAIGN
KEY RT: FAP 709 MARKED RT: US 136
SECTION: (104)PP07 EST: (NO)
PROJECT:
NBR FOR BID PROPOSALS ISSUED: 2 NBR FOR BID PROPOSALS RECEIVED: 2

5.5 miles of 24 feet and variable width micro-surfacing on U.S. Route 136
from the McLean County Line to the west corporate limits of Fisher.

	LOW	DEV
AS READ BID	CORRECTED BID	BIDR PCT

0031 A. C. Pavement Striping Co.
695 Church Road
Elgin, IL 60123

337,781.69

4016 Micro-Surfacing, Inc.
11745 R. Lackland Rd.
St. Louis, MO 63146

	327,765.67	*
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047 CONTRACT: 91372 DISTRICT: 05 COUNTY: CHAMPAIGN
KEY RT: FAS 516 MARKED RT: CH 9
SECTION: 04-00358-01-RS EST: (YES)
PROJECT: ACRS-0516/112/000
NBR FOR BID PROPOSALS ISSUED: 3 NBR FOR BID PROPOSALS RECEIVED: 3

Construction consists of 5.48 miles resurfacing FAS Route 516, CH 9 from
FAS Route 339, CH 23 to U.S. Route 45 at the Village of Ludlow.

	LOW	DEV
AS READ BID	CORRECTED BID	BIDR PCT

0953 Champaign Asphalt Company, LLC
1414 West Anthony Drive
Urbana, IL 61802
P.O. Box 1730
Champaign, IL 61824

	1,254,248.57	*
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1250 Cross Construction, Inc.
3615 N. Countryview Rd.
Urbana, IL 61802

1,447,366.70

6182 University Construction a division
of MACC of Ill., Inc.
2906 N. Oak Street (61802)

P.O. Box 848
Urbana, IL 61803

1,444,548.33

054 CONTRACT: 70519 DISTRICT: 05 COUNTY: MCLEAN
KEY RT: FAP 693 MARKED RT: IL 9
SECTION: 129B-2 EST: (YES)
PROJECT: ACBHF-0693/059/000
NBR FOR BID PROPOSALS ISSUED: 3 NBR FOR BID PROPOSALS RECEIVED: 2

This project consists of replacing the superstructure on the bridge
(SN 057-0190) carrying Illinois Route 9 over Sugar Creek located
approximately 0.5 mile east of Interstate 55/74 at Bloomington.

	LOW	DEV
AS READ BID	CORRECTED BID	BIDR PCT

0335 Otto Baum Company, Inc.
866 North Main Street
P.O. Box 161
Morton, IL 61550-0161

686,210.93 *

3163 Kinney Contractors, Inc.
19342 E. Frontage Rd., #1
Raymond, IL 62560-5061

5672 Stark Excavating, Inc.
1805 West Washington St.
Bloomington, IL 61701

771,517.58

058 CONTRACT: 91360 DISTRICT: 05 COUNTY: DEWITT
KEY RT: TR 12 MARKED RT:
SECTION: 01-10118-00-BR EST: (YES)
PROJECT: BROS-0039/024/000
NBR FOR BID PROPOSALS ISSUED: 4 NBR FOR BID PROPOSALS RECEIVED: 3

Remove existing structure and replace with a single span PPC deck beam
bridge on concrete pile bent abutments, with earthwork and aggregate base
course carrying TR 12 over a tributary to Salt Creek 1 mile southeast of
Midland City.

	LOW	DEV
AS READ BID	CORRECTED BID	BIDR PCT

1900 Freesen, Inc.
3151 Robbins Road (62704)
P.O. Box 13420
Springfield, IL 62791

186,520.98

3883 McIntire & Company, Contractors
869 Old Rte. 36
P.O. Box 45
Winchester, IL 62694

As Read Tabulation of Bids - March 9, 2007 Letting - District Five