



## CHAMPAIGN COUNTY BOARD HIGHWAY & TRANSPORTATION COMMITTEE AGENDA

County of Champaign, Urbana, Illinois

Friday, February 7, 2014 - 9:00 a.m.

Highway Building Conference Room  
1605 East Main Street, Urbana

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### Committee Members:

Lorraine Cowart - Chair  
Lloyd Carter – Vice-Chair  
Chris Alix  
John Jay

Jim McGuire  
Diane Michaels  
Max Mitchell  
Michael Richards

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**CHAMPAIGN COUNTY BOARD  
HIGHWAY & TRANSPORTATION COMMITTEE AGENDA**

February 7, 2014

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- XVII. Designation of Items to be Placed on the Consent Agenda
- XVIII. Adjournment

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**Champaign County Board  
Highway & Transportation Committee  
County of Champaign, Urbana, Illinois**

**MINUTES – SUBJECT TO REVIEW AND APPROVAL**

---

DATE: Friday, December 6, 2013  
TIME: 9:00 a.m.  
PLACE: Highway Building Conference Room  
1605 East Main, Urbana, IL

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**Committee Members**

Present	Absent
Lorraine Cowart (Chair)	
Lloyd Carter (Vice Chair)	
Christopher Alix	
John Jay	
Jim McGuire	
Diane Michaels	
Max Mitchell	
Michael Richards	

**County Staff:** Jeff Blue (County Engineer), Van Anderson (Deputy County Administrator of Finance), Tracy Wingler (Highway Maintenance Supervisor), Beth Brunk (Recording Secretary)

**Others Present:** Al Kurtz (Champaign Co Board), Rita Morocoima-Black, Eileen Sierra-Brown, Tina Ansong (Regional Planning Commission- RPC)

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**MINUTES**

**I. Call to Order**

Committee Chair Cowart called the meeting to order at 9:00 a.m.

**II. Roll Call**

A verbal roll call was taken and a quorum was declared present.

**III. Approval of Minutes**

A. Highway & Transportation Committee Meeting – November 8, 2013

**MOTION** by Mr. Carter to approve the November 8, 2013 Highway & Transportation meeting minutes as distributed; seconded by Ms. Michaels. Upon vote, the **MOTION CARRIED** unanimously.

**IV. Approval of Agenda/Addendum**

**V.** Mr. Blue asked if the Addendum item could be discussed after Public Participation. The Committee agreed with this request.

**MOTION** by Mr. Carter to approve the agenda as amended; seconded by Mr. Maxwell. Upon vote, the **MOTION CARRIED** unanimously.

1 **VI. Public Participation**

2 Mr. Kurtz commended the Highway Department and Township Road Commissioners for their quick and  
3 efficient response regarding the tornado damage in Gifford. Mr. Blue noted that Tracy Wingler did an  
4 outstanding job directing the cleanup of public right-of-ways in Gifford.  
5

6 **VII. Resolution for Downstate Transit Improvement Fund (DTIF) Vehicle and Office Equipment  
7 Grant Application**

8 Ms. Black explained that RPC is submitting a grant application to purchase 7 vehicles to continue  
9 providing transit service in rural Champaign County. County Board approval is needed to submit the  
10 application. CRIS Rural Transit has not decided if they will continue to provide this service after their  
11 contract expires on June 30, 2014. Ms. Black is meeting with other transit providers to assess interest if  
12 CRIS decides to terminate their service. The vehicles are owned by the County.  
13

14 Illinois Department of Transportation (IDOT) has changed their rules on 1/1/14 so that any county  
15 receiving funds for rural transportation must have a dedicated county person oversee the operation.  
16 Tina Ansong of RPC will assume this role on behalf of Champaign County.  
17

18 Mr. Alix asked if the level of state funding to operate this program will continue. He was worried that  
19 the County will own the vehicles and have no funds to operate them in the future. Ms. Black responded  
20 that the program is mostly federally funded and its future ultimately depends on the Federal  
21 Transportation Bill. The local match comes from the fees for service. Ms. Black noted that the need for  
22 this service to rural county residents is increasing.  
23

24 **MOTION** by Mr. Carter to recommend for approval the resolution for the Downstate Transit Improvement  
25 Fund Vehicle and Office Equipment Grant application; seconded by Mr. Richards. Upon vote, the  
26 **MOTION CARRIED** unanimously.  
27

28 **VIII. County and Township Motor Fuel Tax Claims – November 2013**

29  
30 **MOTION** by Mr. Jay to receive and place on file the County and Township Motor Fuel Tax Claims for  
31 November 2013; seconded by Mr. Richards. Upon vote, **the MOTION CARRIED** unanimously.  
32

33 **IX. Petition – Newcomb Road District Box Culvert #13-16000-00-BR**

34 Mr. Blue received petitions from Brett Cox, Commissioner of Newcomb Road District to replace two pipe  
35 culverts to alleviate standing water on the road. The estimated replacement cost is \$15,000  
36

37 **MOTION** by Mr. Jay to recommend approval to appropriate money from the County Bridge Fund to  
38 replace a box culvert in Newcomb Road District; seconded by Ms. Michaels. Upon vote, the **MOTION**  
39 **CARRIED** unanimously.  
40

41 **X. Petition – Newcomb Road District Box Culvert #13-16999-00-BR**

42 Similar to the previous petition, the box culvert is located on the same road in Newcomb Road District,  
43 and the replacement cost is \$10,000.  
44

45 **MOTION** by Mr. Jay to recommend approval to appropriate money from the County Bridge Fund to  
46 replace a box culvert in Newcomb Road District; seconded by Ms. Michaels. Upon vote, the **MOTION**  
47 **CARRIED** unanimously.  
48

49 **XI. Property Sale on Dewey-Fisher Road**

50 The transaction discussed at the previous County Board meeting in closed session to sell County  
51 property on the Dewey-Fisher Road is on hold. The proposed buyers are having difficulty securing  
52 financing.  
53

54 Mr. Jay wondered if the contractor on the Dewey-Fisher Road Improvement project may want to use the  
55 property as a staging area. Mr. Blue noted that there is no obligation by the County to provide any

1 storage space on a road project and there may be EPA issues if millings or aggregate are piled up on the  
2 property. The waterway portion that is maintained by the County is on County right-of-way (ROW) will  
3 be not be sold.  
4

5 The prospective buyer is a County employee but not an elected official and has no insider knowledge. If  
6 the purchase has stalled, Mr. Alix wondered if the buyers would be interested in a long-term lease as the  
7 land was going to be used for pastureland. The County would maintain ownership, and a 20-year lease  
8 at market rates may save the buyers money. The deed for this property purchased by the County in  
9 1971 and was not recorded. This situation has been rectified, and the deed recorded. Mr. Alix asked if  
10 there was a way to check and see if there were other parcels owned by the County and not recorded.  
11 Ms. Cowart stated that this scenario has happened in the past where the County was unaware of some  
12 of the property it owns. Mr. Carter intends to bring a list of properties he believes are owned by the  
13 County to check on the ownership. Mr. Blue noted that the Highway Department only purchases  
14 property if the curves of a road are changed.  
15

16 **XII. Review of Township Rock Letting Results**

17 Mr. Blue reviewed the bid results and noted approximately 6-8% cost increase for the aggregate. Mr.  
18 Kurtz inquired why there were cost differences for the same rock to different townships. Mr. Blue  
19 thought the differences were due to the increased cost of rock and the distance involved in transporting  
20 it to the various townships. One ton of rock is approximately 50 semi-truck loads. These bid costs may  
21 fluctuate due to backhauls where the truckers are hauling something back from their destination. All of  
22 the rock is from local quarries. Mr. Kurtz would like to know the total cost for Township aggregate  
23 material in 2013.  
24

25 **XIII. Dewey-Fisher Road Open House**

26 Mr. Blue summarized the open house on 11/20/13. Fifty people attended which was a large turnout for  
27 a project this size. Notices were sent to all landowners, and all local media outlets were notified. There  
28 were very few negative comments about the project.  
29

30 The project is in the preliminary engineering stage to see where the ROW takings could be reduced but  
31 still build a safe road. The road currently has 30' of ROW from each side of the centerline. The  
32 maximum taking is 40' or 10' extra feet on each side. Mr. Blue anticipates negotiations for ROW with  
33 70-80 landowners will begin in spring after state clearance from surveying the area for articles of historic  
34 significance.  
35

36 Mr. Alix asked what structures along the route would be impacted. Mr. Blue responded that some  
37 fences but no homes would be involved. Rumble strips would be placed in the middle and along the  
38 shoulder of the road.  
39

40 **XIV. Other Business**

41 Mr. Blue thought that the January Highway Committee meeting would probably be canceled as he did not  
42 have any action items and will be out of town.  
43

44 Mr. Richards inquired about the status of the ICC hearings about the Olympian Drive Project. Mr. Blue  
45 replied the November 4<sup>th</sup> Bench Session with ICC was canceled. The December 4<sup>th</sup> meeting was also  
46 canceled as the ICC needed more time to examine the interlocutory appeal. Another Bench Session has  
47 been scheduled for January 9<sup>th</sup>. IDOT has requested to speak in public participation to push for a  
48 resolution of this matter.  
49

50 **XV. Designation of Items to be Placed on the Consent Agenda**

51 VII, VIII, XII A.  
52

53 **XVI. Adjournment**

54 There being no further business, Ms. Cowart adjourned the meeting at 10:00 a.m.  
55

# CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE  
COUNTY ENGINEER

1605 E. MAIN STREET

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

URBANA, ILLINOIS 61802

February 7, 2014

## COUNTY MOTOR FUEL TAX CLAIMS FOR DECEMBER

<u>Req. No.</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
87	Jeff Blue	Expenses – IACO Conference – Chicago 11/24-11/27/13	1,059.57
88	Champaign County Treasurer	FY-13 County Engineering Forces – MFT Projects	52,285.43
89	Fehr Graham Engineering	Engineering Fees – CH. 1 (Dewey-Fisher Rd) Section #12-00432-00-RS	42,193.65
2	National Committee on Uniform	Registration – Meeting – Arlington, VA January 8 – 10, 2014	160.00
4	Jeff Blue	Airline Ticket – NCUTCD Meeting - Arlington, VA	307.60
5	University of Illinois	Registration – T.H.E. Conference – Urbana, IL March 25 & 26, 2014	100.00
6	Sicalco, Ltd.	4,189 Gal. Liquid Calcium	2,722.85
7	Vulcan, Inc.	Various Road Signs	1,002.82
			<hr/>
			\$ 99,831.92

## TOWNSHIP MOTOR FUEL TAX CLAIMS FOR DECEMBER

<u>Req. No.</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
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# CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE  
COUNTY ENGINEER

1605 E. MAIN STREET

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

URBANA, ILLINOIS 61802

February 7, 2014

## COUNTY MOTOR FUEL TAX CLAIMS FOR JANUARY

<u>Req. No.</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
8	Fehr Graham Engineering	Engineering Fees – CH. 1 #12-00432-00-RS	16,902.38
9	Newman Traffic Signs	Various Road Signs	922.89
10	Vulcan, Inc.	Sign Posts	1,325.00
11	Jeff Blue	Expenses – NCUTCD Meeting – Arlington, VA	1,538.09
12	Cargill, Inc.	506.48 T. De-icing Salt	29,077.04
13	Open Road Asphalt Company	6.11 T. Cold Mix	733.20
			<hr/>
			<b>\$ 50,505.16</b>

## TOWNSHIP MOTOR FUEL TAX CLAIMS FOR JANUARY

<u>Req. No.</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1	Koenig Body & Equipment	Compromise – Snow Plow Rental Fee	3,500.00
2	Tuscola Stone Company	Ayers – 470.30 T. CA-15	7,510.69
3	Tuscola Stone Company	Pesotum – 1,006.12 T. CA-15	14,971.17
4	Summers Trucking	Ogden – 501.09 T. CA-15	8,844.24
			<hr/>
			<b>\$ 34,826.10</b>

PETITION

Petitioner, Scott Rodgers, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

1. Petitioner is the duly elected Highway Commissioner for the East Bend Road District, Champaign County, Illinois; and
2. There is a culvert located between Sections 26 & 35, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be replaced; and
4. The cost of replacing the aforesaid structure is estimated to be \$24,000.00, which will be more than .02% of the value of all the taxable property in the East Bend Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the East Bend Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The East Bend Road District is prepared to pay one-half of the cost of the replacement of said structure.

Respectfully submitted,

*Scott Rodgers*  
Commissioner of Highways of  
East Bend Road District,  
Champaign County, Illinois

RESOLUTION NO.

PETITION REQUESTING AND RESOLUTION APPROVING  
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND  
PURSUANT TO 605 ILCS 5/5-501

WHEREAS, the County Board finds that based on the representations in the attached Petition, it required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County as follows:

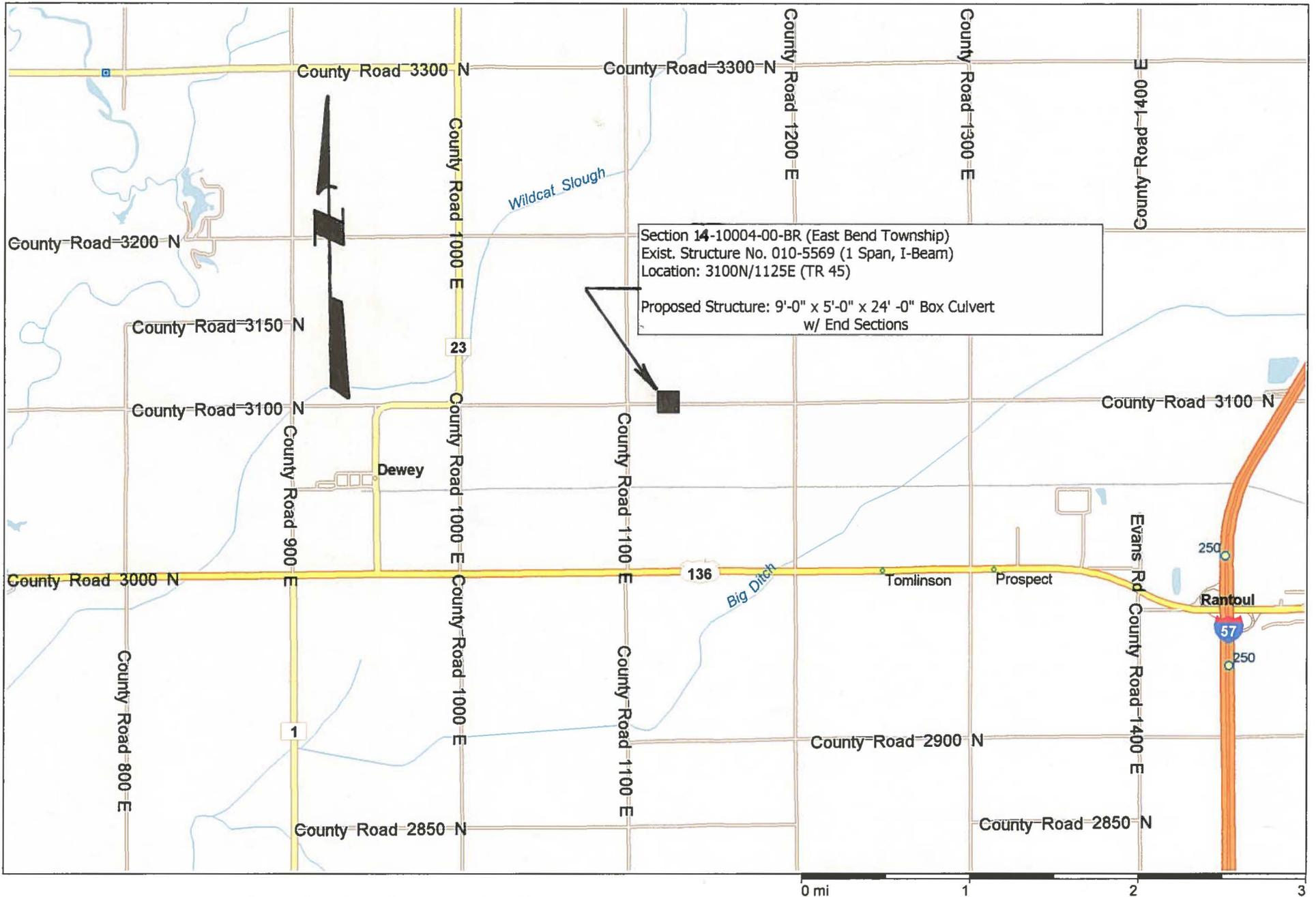
1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the structure on the aforesaid petition to cover the cost of materials.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvement.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, either by the letting of a contract or by the County Highway Department doing the work.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvement, and shall show the division of cost between the County and the Newcomb Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the East Bend Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20<sup>th</sup> day of February 2014.

\_\_\_\_\_  
Alan Kurtz, Chair  
County Board  
Champaign County, Illinois

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

# East Bend Box Culvert Replacement\_ Sec 14-10004-00-BR



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LOCATION MAP - EAST BEND TWP

RESOLUTION NO.

RESOLUTION APPROPRIATING \$2,350,000.00 FROM  
COUNTY MOTOR FUEL TAX FUNDS  
FOR THE IMPROVEMENT OF  
COUNTY HIGHWAYS 11 & 20  
SECTION #13-00434-00-RS

**BE IT RESOLVED**, By the County Board of Champaign County, Illinois, that County Highway 11 (Thomasboro Road) from the County Highway 1 easterly to the Village of Thomasboro, a distance of approximately 6 miles, and County Highway 20 (Hensley Road) from County Highway 1 easterly to Market Street, a distance of approximately 1.5 miles, in Champaign County are in need of improvement; and

**BE IT FURTHER RESOLVED**, That the type of improvement shall consist of resurfacing and shoulder work, and shall be designated as Section #13-00434-00-RS; and

**BE IT FURTHER RESOLVED**, That the improvement shall be by contract.

**NOW, THEREFORE, BE IT RESOLVED**, That there is hereby appropriated the sum of Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000.00) from the County's Motor Fuel Tax Funds for the construction and engineering of this improvement, 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 20<sup>th</sup> day of February A.D., 2014.

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Alan Kurtz, Chair  
County Board of the County of  
Champaign, Illinois

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk and  
Ex-Officio Clerk of the County Board

Prepared by: Jeff Blue  
County Engineer

Resolution No.

I, Gordy Hulten, County 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 February 20, 2014.

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. 2014.

(SEAL) \_\_\_\_\_ County Clerk

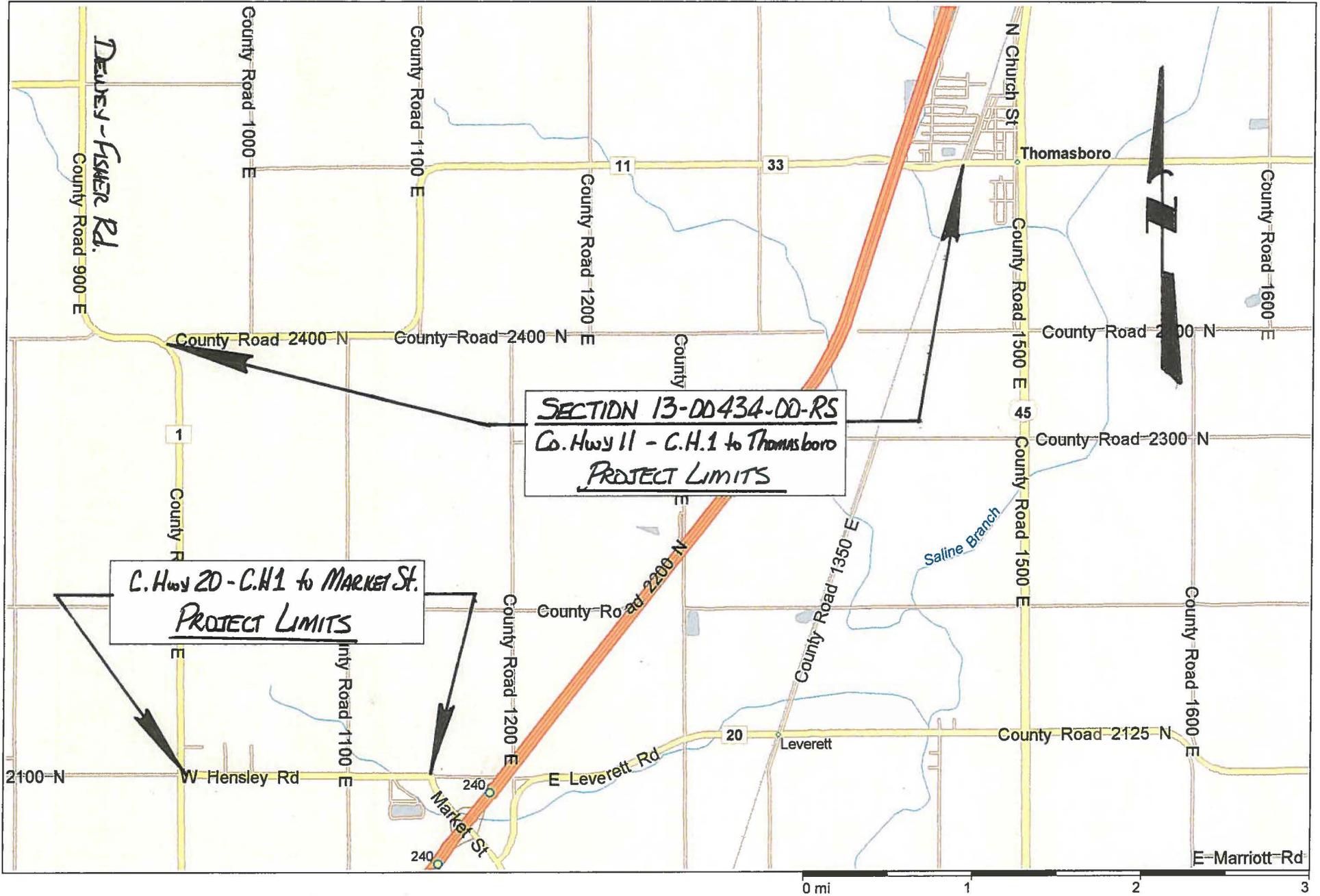
APPROVED

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
District Engineer

County Hwy 11 - C.H 1 to Thomasboro and Co. Hwy 20 - C.H. 1 to Market St.



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SECTION 13-00434-00-RS

RESOLUTION NO.

RESOLUTION ADDING  
MAIN STREET IN THE VILLAGE OF GIFFORD  
FROM COUNTY ROAD 2900N TO U.S. ROUTE 136  
TO THE COUNTY HIGHWAY SYSTEM

WHEREAS, This resolution is providing for the addition of Main Street from County Road 2900N to U.S. Route 136 in Gifford Illinois, to the County Highway System in Champaign County, Illinois; and

WHEREAS, The County Board of Champaign County and the Village of Gifford, have entered into an agreement for transfer of jurisdiction of the above location to the County Highway System.

NOW, THEREFORE, BE IT RESOLVED, That the above location, with the Department of Transportation approval, be added to the highway system of Champaign County and that said route is identified as County Highway 32 from County Road 2900N to U.S. Route 136 in Gifford, Illinois.

BE IT FURTHER RESOLVED, That the 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 20<sup>th</sup> day of February A.D., 2014.

\_\_\_\_\_  
Alan Kurtz, Chair  
County Board of the County of  
Champaign, Illinois

ATTEST: \_\_\_\_\_  
Gordy, Hulten, County Clerk and  
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue  
County Engineer

Resolution No.

Certificate

I, Gordy Hulten, County Clerk in and for said County in the State of Illinois, 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 monthly meeting held at Urbana on February 20, 2014.

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 February, 2014.

(Seal)

\_\_\_\_\_  
County Clerk

## Intergovernmental Agreement

WHEREAS, Champaign County and the Village of Gifford wish to enter into an agreement outlining the responsibilities of each entity in the Jurisdictional Transfer of County Highway 32 (Main Street) in Gifford, Illinois; and

WHEREAS, It is agreed that the Village of Gifford will accept a jurisdictional transfer of County Highway 32 (Main Street) and that such transfer will remain in effect until final completion of Contract #91453; and

WHEREAS, during the time that the Village of Gifford has jurisdiction of this roadway the County Highway Department will continue their winter snow and ice control on this section of road; and

WHEREAS, it is agreed that Champaign County will accept back a jurisdictional transfer of the above stated section of roadway after final completion of Contract #91453; and

WHEREAS, the Village and County agree that the Village of Gifford will have two options to upgrade Main Street in Gifford after the County has accepted the jurisdictional transfer back from the Village of Gifford and those two options are shown below; and

### Option 1

#### MFT Fund Use

The County would overlay this section of road using County MFT funds. If the overlay in town went forward with MFT funds the angle parking would require a variance but only from the State and not Federal. With MFT funds the County can only pay for the center 23 foot driving lanes under their jurisdiction and not the parking area. The Village can use their MFT funds to pay for resurfacing of the parking lanes. MFT funds can be used for storm water improvements on the right-of-way.

### Option 2

#### Federal Fund Use

The County would overlay this section of road using federal funds. With Federal funding the project would require the parking in the down town area be changed to parallel. This would result in a loss of at least 50% of the existing parking. The loss of parking will require public meetings and public input. Federal funding can be used to provide for new off street parking

including land acquisition if it is shown that the parking that would be lost is needed. The Federal funding can also be used for drainage improvements if they are necessary to accommodate roadway drainage. This includes providing an outfall for the storm water. Upsizing storm sewers, additional pipe and inlets off the County Highway thru the outlet would not be eligible for federal funding.

WHEREAS, The Village of Gifford shall choose one of the above options and upon notification from the Village of their choice the County will take the steps necessary to program the project as soon as practical when funds become available.

Now, Therefore the Village and County agree to enter into this Intergovernmental Agreement, approve the Jurisdictional Transfer Agreements, and pass appropriate resolutions deleting and adding County Highway 32 to their highway systems, all of which are attached and shall be a part of this Agreement.

IN WITNESS WHEREOF, The parties have executed this Agreement.

Village of Gifford, Illinois

County of Champaign

By: 

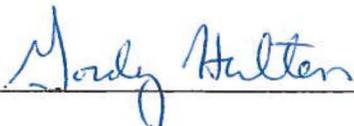
Village President

By: 

County Board Chair

Attest: 

Village Clerk

Attest: 

County Clerk

Date of Village Approval 2-3-11

Date of County Approval 2/24/2011

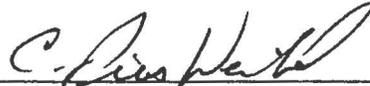
RESOLUTION NO. 7648

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR  
TO SIGN AN INTERGOVERNMENTAL AGREEMENT  
FOR THE JURISDICTIONAL TRANSFER OF COUNTY HIGHWAY 32

WHEREAS, Champaign County, and Village of Gifford, are desirous to enter into an Intergovernmental Agreement for the jurisdictional transfer of County Highway 32 (Main Street) from 2900N northerly 1 mile to U.S. Route 136 to the Village of Gifford Municipal Street System;

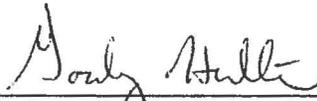
NOW, THEREFORE, BE IT RESOLVED, That the Chair of the County Board of Champaign County is hereby authorized to sign the agreement for the above mentioned jurisdictional transfer on behalf of Champaign County, and bind the County to the terms contained therein.

PRESENTED, ADOPTED, APPROVED and RECORDED this 24<sup>th</sup> day of February A.D., 2011.



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

ATTEST:

  
Gordy Hulter, County Clerk and  
ex-Officio Clerk of the County Board

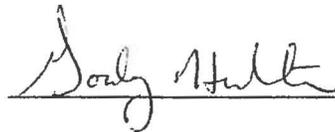
Prepared by: Jeff Blue  
County Engineer

Resolution No. 7648

I, Gordy Hulten, 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 February 24, 2011:

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed the seal of said County at my office in Urbana in said County, this 2ND day of ~~February, 2011~~: MARCH, 2011.

(SEAL)

 County Clerk



<b>Local Agency No. 1</b> (Conveyor)	<b>Local Agency No. 2</b> (Recipient)
Municipality: Village of Gifford	Municipality: Champaign County
Township/Road District:	Township/Road District:
County: Champaign	County: Champaign

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

**Location Description**

Name Main Street Route FAS 516 Length 1.02 Miles  
Termini South Village Limits (CR 2900 N) to US Route 136 (CR 3000 N)  
\_\_\_\_\_ in its entirety.

This transfer  does  does not include Structure No. \_\_\_\_\_

**Include for Municipalities Only**

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 thereof a copy of the ordinance, and

**Include for Counties Only**

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

**Include for Township/Road Districts Only**

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

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

upon IDOT approval  \_\_\_\_\_ calendar days after \_\_\_\_\_ .

**Supplements**

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

Supplement Supplements 1, 2, and 3  
(Insert supplement numbers or letters and page numbers, if applicable)

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

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Derald Ackerman Name Alan Kurtz

Title Village President Title Champaign County Board Chair  
Chairman County Board/Mayor/Village President/etc. Chairman County Board/Mayor/Village President/etc.

Signature \_\_\_\_\_ Signature \_\_\_\_\_

APPROVED

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION By: \_\_\_\_\_ Date \_\_\_\_\_

Director of Highways

Date

Municipal Ordinance No. 313

**Providing for the deletion of Main Street from County Road 2900N to US 136 in the Village of Gifford, Illinois from the Village Highway System.**

Whereas, the County Board of Champaign County and the Board of Trustees of the Village of Gifford are desirous to transfer the jurisdiction of the above location to the County Highway System.

Now, Therefore, be it ordained by the Board of Trustees of the Village of Gifford that, with Department of Transportation approval, Main Street from County Road 2900N to US 136 be deleted from the Village Highway System.

The Village Clerk is directed to forward a certified copy of the Ordinance to the State of Illinois through its Regional Engineer's office in Paris, Illinois.

Certificate

I, Cindy Duden, Village Clerk in and for the Village of Gifford in the County of Champaign in the State of Illinois, and keeper of the records and file thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of an ordinance passed by the Board of Trustees of the Village of Gifford at its meeting held on April 4, 2013.

In testimony whereof, I have hereunto set my hand and affixed the seal of Gifford at my office this 4th day of April, 2013.



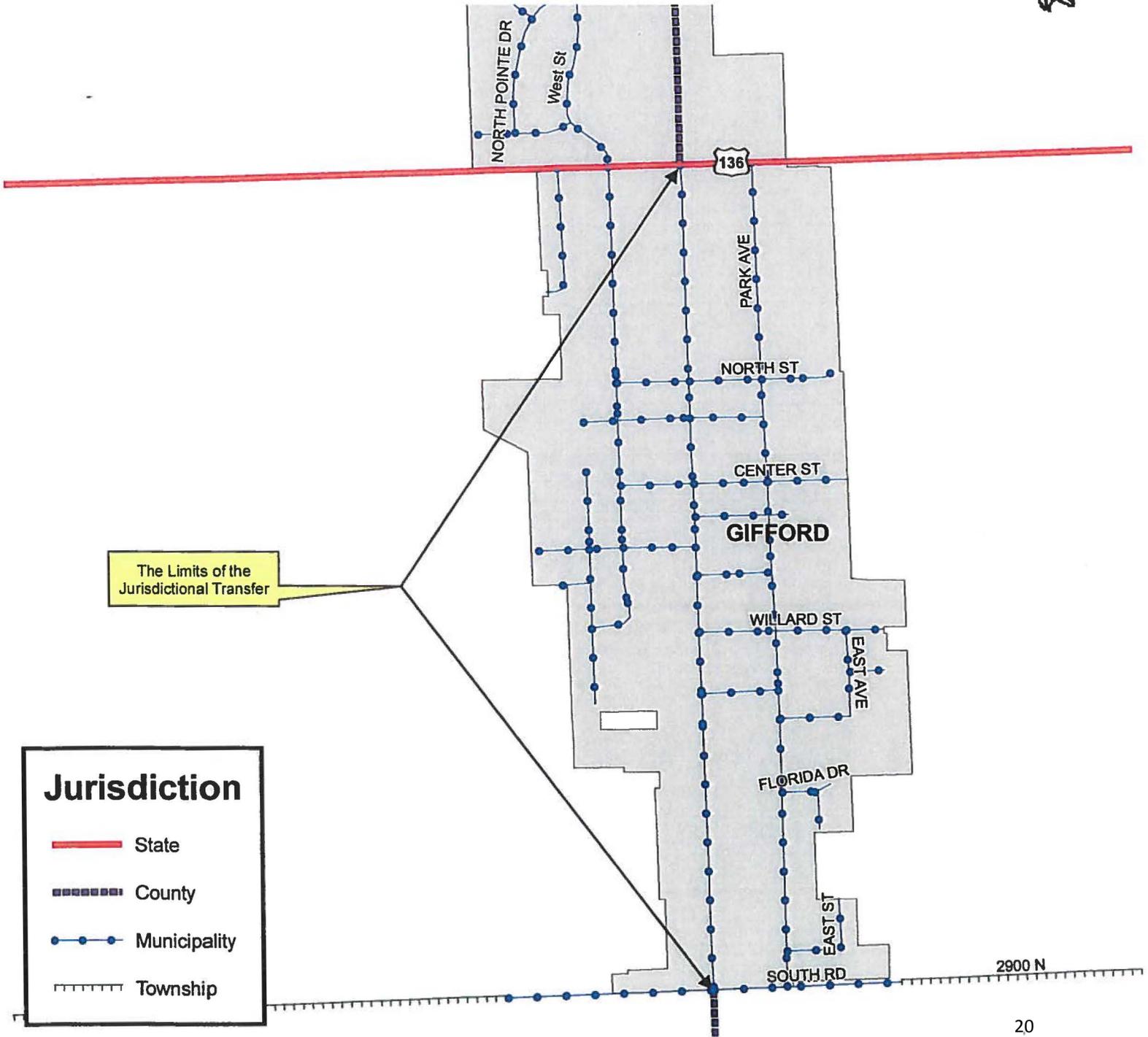
*Cynthia Duden*  
Village Clerk

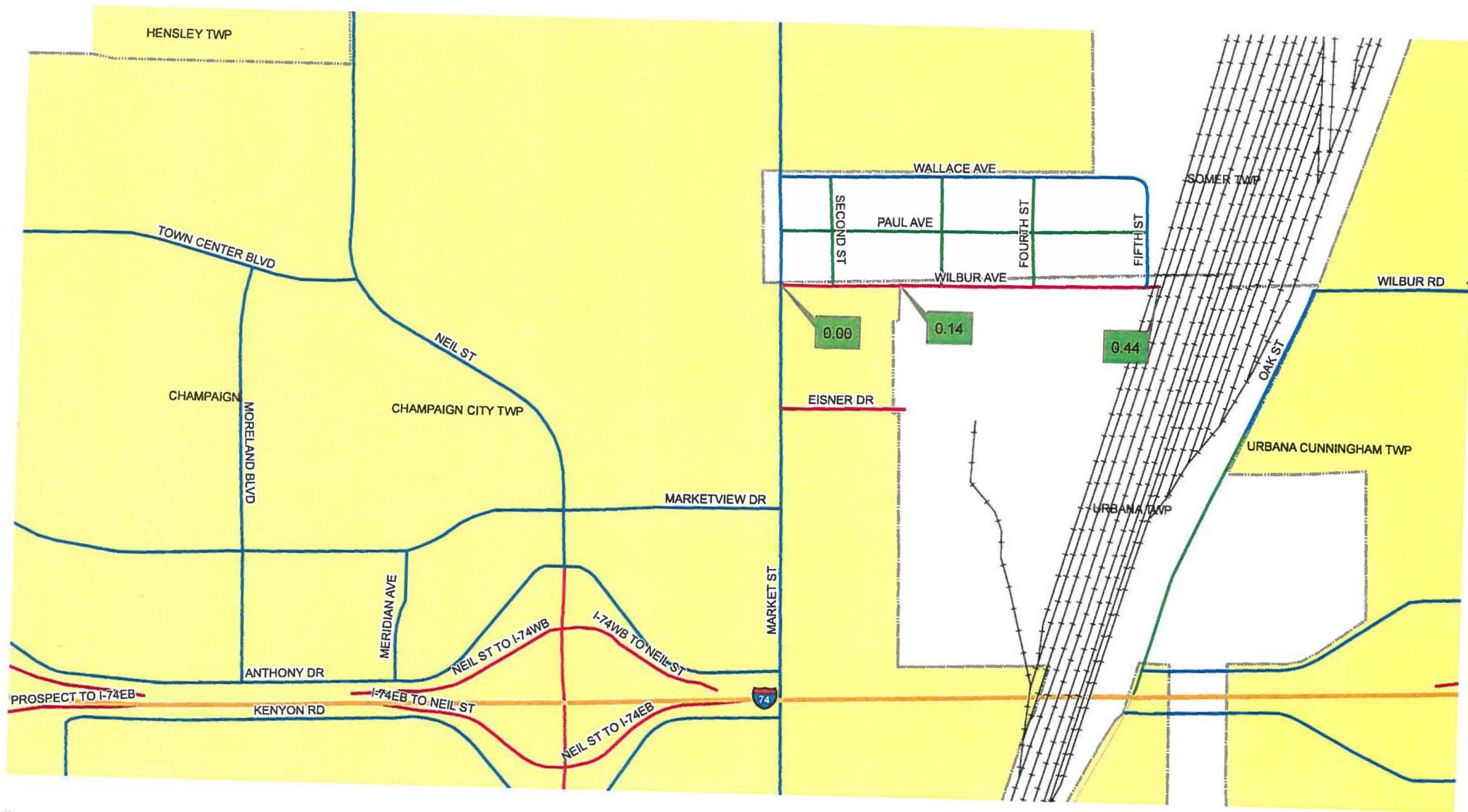
\\cfrs1\projects\12600s\12630s\12637\12637005\Documents\12637005 Municipal Ord 03-27-13 docx



## Jurisdictional Transfer

Village of Gifford to Champaign County  
Main Street  
from CR 2900 N Road northerly to  
US 136, in its entirety





JUN 0 9 2009

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
COUNTY OF CHAMPAIGN AND THE MAHOMET TOWNSHIP ROAD DISTRICT  
CONCERNING SNOW REMOVAL AND DE-ICING OF  
CHAMPAIGN COUNTY HIGHWAYS 50 AND 54  
IN MAHOMET TOWNSHIP

This Agreement is entered into by and between the County of Champaign, Illinois ("County") and the Mahomet Township Road District ("District") on this 23<sup>rd</sup> day of April 2009, in consideration of the following terms and conditions and the mutual advantages which both parties hereby acknowledge are expected to result therefrom.

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois authorized the District and the County, as units of local government, to contract, share services and transfer powers and functions to and with each other in any manner not prohibited by law; and

WHEREAS, the responsibility to maintain certain roads and highways located within the jurisdiction of the District and the County rests with those entities; and

WHEREAS, the County is responsible for the maintenance, including snow removal and de-icing, of Champaign County Highways 50 and 54, 4.1 miles of which are comprised of two-lane (8.2 lane miles) within the District; and

WHEREAS, the average annual amount of salt required for snow removal and de-icing per lane mile is 8 tons; and

WHEREAS, the current cost of salt delivered to the County for these purposes is approximately \$70.00 per ton; and

WHEREAS, the average annual costs for labor and equipment for snow removal are estimated to be approximately \$700.00 per lane mile, based on statistical information furnished by the Illinois Department of Transportation; and

WHEREAS, the portion of the aforementioned highways located within the District are remote, being approximately 8 miles distance from any other County maintained highway; and

WHEREAS, the aforementioned remote nature of said highways create operational difficulties for the County in snow removal and deicing and limit the ability of the County to accomplish those tasks in a timely and efficient manner; and

WHEREAS, both parties have an interest in the timely and efficient performance of snow removal and de-icing of said Highways as a part of their statutory duties and due to its connection and proximity to several roads maintained by the District; and

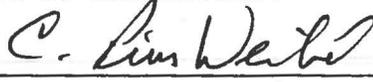
NOW, THEREFORE, it is hereby agreed by the District and the County as follows:

1. The foregoing recitals are hereby incorporated into and made a part of this agreement.
2. ~~The District shall assume responsibility for snow removal and de-icing on those sections of Champaign County Highways 50 and 54 located within the District, being approximately 4.1 miles of two-lane road or approximately 8.2 miles for the period from November 1, 2009 through and including April 30, 2014.~~
3. Champaign County will order and store 200 tons of salt per year. Mahomet Road District will pick up the salt at the County Salt Dome for use in the Road District during snow removal and de-icing, the use of which is not limited to highways which are the subject of this agreement.
4. The 200 tons of salt shall be full compensation for this agreement from Champaign County to Mahomet Road District. Any salt used by the Road District above the stated 200 tons shall be paid for by the Road District at the County's current billing rate for salt purchased by local agencies.
5. The District agrees to indemnify and hold harmless the County for any injury or damage to person or property resulting from the District's performance or non-performance of the conditions contained herein.

MAHOMET TOWNSHIP ROAD DISTRICT

By:   
Highway Commissioner

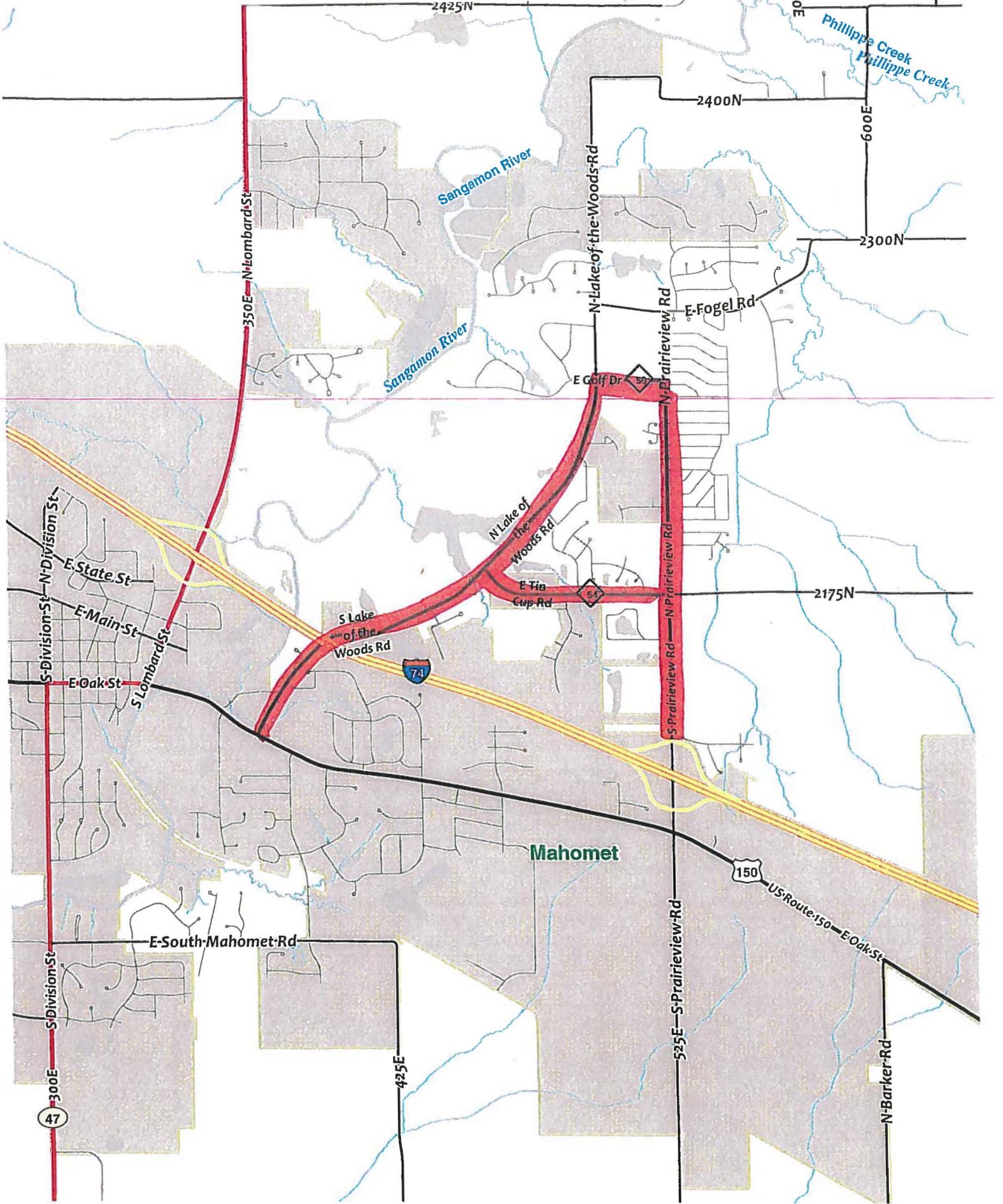
COUNTY OF CHAMPAIGN

By:   
County Board Chair

ATTEST:   
County Clerk

3 = Inflation rate, percent  
 3 = Discount rate, percent

		CR50 0-1.889	CR50 1.889-2.902	CR50 2.902-3.317	CR54 0-0.7	From RoadCare Cost, \$	With Rates
	2011	Crack Seal	Crack Seal	Crack Seal	Crack Seal	48,715	
	2012	-	-	-	-	0	
	2013	-	-	-	-	0	
0	2014	Chip Seal	Chip Seal	Chip Seal	Chip Seal	98,922	98,922
1	2015	-	-	-	-	0	0
2	2016	-	-	-	-	0	0
3	2017	-	-	-	-	0	0
4	2018	-	-	-	-	0	0
5	2019	-	-	-	-	0	0
6	2020	-	-	Chip Seal	-	11,628	11,628
7	2021	Chip Seal	-	-	Chip Seal	63,720	63,720
8	2022	-	Chip Seal	-	-	23,653	23,653
9	2023	-	-	-	-	0	0
10	2024	-	-	-	-	0	0
					10 years =	99,001	99,001



JAN 14 2014

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

The City of Urbana, the City of Champaign, and the County of Champaign, :  
Illinois, all Municipal Corporations, bodies politic and corporate, in :  
Champaign County, Illinois, :  
Joint Petitioners, :

v. :

T11-0134

Illinois Central Railroad, and the Illinois Department of Transportation, :  
Respondents. :

Joint Petition for an Order of the Illinois Commerce Commission regarding a :  
separation of grades and an authorization for the construction of a highway :  
bridge over the Canadian National Railway Company railroad tracks (MP :  
124.70) at the tracks' intersection with the Olympian Drive Extension in :  
Champaign County, Illinois, an apportionment of costs thereof, including :  
directing payment to be borne by the Grade Crossing Protection Fund, and :  
other stated or requested relief, :

and

Preserve Olympian Farmland,  
Intervenor.

TO ALL COUNSEL OF RECORD:

**ADMINISTRATIVE LAW JUDGE'S PROPOSED ORDER**

Attached is a copy of the Administrative Law Judge's Proposed Order in the above  
referenced matter.

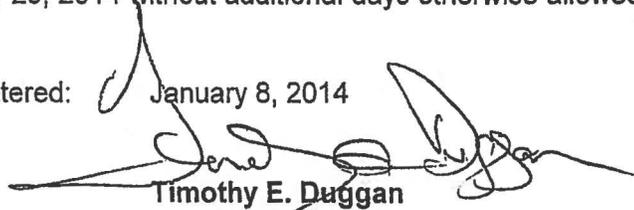
The Administrative Law Judge's Proposed Order is being sent to you pursuant to the  
Commission's Rules of Practice (83 Ill. Adm. Code 200). Your case is a "contested case" or  
"licensing case" as defined in Section 200.40 of the Rules and, therefore, the Administrative  
Law Judge is required under Section 200.820 to issue a Proposed Order to all parties.

Under the authority of 92 Ill. Adm. Code 200.830 authorizing the Administrative Law Judge to  
modify the time otherwise authorized for filing Exceptions to a Proposed Order and Replies to  
such Exceptions, the Administrative Law Judge sets the following times:

Exceptions must be filed by January 22, 2014 without additional days otherwise allowed  
by rule where service is by mail.

Replies must be filed by January 29, 2014 without additional days otherwise allowed by  
rule where service is by mail.

Entered: January 8, 2014



**Timothy E. Duggan**  
Administrative Law Judge  
Review & Examination Program

TED:rsc

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Champaign County Highway Engineer  
Brookens Administrative Center  
Champaign County Engineer  
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Omer Osman  
Director of Highways - IDOT  
ATTN: Jason Johnson  
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Springfield, IL 62764

Laurel Prussing  
Mayor  
City of Urbana  
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Urbana, IL 61801-0219

Joseph VonDeBur  
Railroad Safety Specialist  
Transportation - Railroad  
Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, IL 62701

T11-0134

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

dThe City of Urbana, the City of Champaign, and the County of :  
Champaign, Illinois, all Municipal Corporations, bodies politic and :  
corporate, in Champaign County, Illinois, :  
Joint Petitioners, :

v. :

T11-0134

Illinois Central Railroad, and the Illinois Department of Transportation, :  
Respondents. :

Joint Petition for an Order of the Illinois Commerce Commission :  
regarding a separation of grades and an authorization for the :  
construction of a highway bridge over the Canadian National Railway :  
Company railroad tracks (MP 124.70) at the tracks' intersection with :  
the Olympian Drive Extension in Champaign County, Illinois, an :  
apportionment of costs thereof, including directing payment to be :  
borne by the Grade Crossing Protection Fund, and other stated or :  
requested relief, :

and :

Preserve Olympian Farmland, :  
Intervenor. :

**PROPOSED ORDER**

**PROCEDURAL HISTORY**

On October 20, 2011 the City of Urbana (Urbana), the City of Champaign (Champaign), and the County of Champaign (the County) filed a Joint Petition requesting authorization to construct a road bridge over Canadian National Railway railroad tracks in Champaign County. Joint Petitioners named the Illinois Department of Transportation (IDOT) and the Canadian National Railway Company as Respondents. At the first hearing a motion was made to substitute Illinois Central Railroad Company (IC or Illinois Central) for the Canadian National Railway Company and to deem all references to the Canadian National Railway in the Petition as references to Illinois Centeal Railroad Company. Both motions were granted without objection.

A Petition to Intervene was filed in the name of Preserve Olympian Farmland. The Petition represented that Preserve Olympian Farmland was an association of 27 individuals who either live or own land in the area of the proposed bridge. The Petition further stated that the 27 individual members oppose the project, and they seek to Intervene to voice this opposition. The Petition was granted without objection.

On August 22, 2012, Joint Petitioner's filed a Motion To Amend the Petition by Interlineation. That motion was granted at hearing on September 25, 2012, and the interlineated changes were made to the Petition.

Pursuant to notice given in accordance with the law and rules and regulations of the Commission, the matter came for hearing before a duly authorized Administrative Law Judge (ALJ) of the Commission on February 6, 2012 at the Commission's offices in Springfield, Illinois and via video conference at the Commission's offices in Chicago, Illinois. Appearances were entered on behalf of Petitioners, IDOT, IC, and Intervenor. The Commission was represented by a Railroad Safety Specialist with the Transportation Bureau (Staff). Multiple additional hearings were held. At the conclusion of Joint Petitioners' evidence, Intervenor filed a Motion to Dismiss. Joint Petitioners had previously filed a Motion to Exclude testimony of Intervenor's proffered expert witness. After the ALJ ruled on both motions, Intervenor filed Petition for Interlocutory Review of the ALJ's rulings. Following the Commission's ruling on the Petition for Interlocutory review, further evidence was taken. At the conclusion of the hearing on December 19, 2013, the matter was marked "Heard and Taken." Joint Petitioners, Intervenor, and Staff submitted Draft Orders as requested by the ALJ pursuant to 83 Ill. Adm. Code 200.810.

### JOINT PETITIONER'S EVIDENCE

#### The Bridge Project

The proposed bridge is part of a plan to create an east-west highway route, known as Olympian Drive, from Interstate 57 on the northwest side of the urban developed area, to U. S. Route 45, on the north east side of the urban developed area. I-57 and Route 45 both provide access south to the cities. Illinois Central's railroad tracks run north-south approximately mid-way between I-57 and Route 45.

The western part of Olympian Drive from I-57 to Apollo Road, just west of the railroad tracks, has already been constructed. During 2003, the City of Champaign built the segment of Olympian Drive East of Interstate 57 to Apollo Drive, which segment ends just West of ICRR's West right-of-way line. The City of Champaign has jurisdiction over this existing segment of Olympian Drive.

Petitioners now plan to construct a the next stage of Olympian Drive from Apollo Road, over the tracks, 1.1 miles to Lincoln Avenue, a north south road. Petitioners refer to this as "Project A." It is scheduled for construction by 2014-2015. Petitioners refer to the future planned extension of Olympian Drive from Lincoln Avenue east to Route 45 as "Project B." It is designated on Joint Petitioner's Exhibit 2 as 2035. Petitioner's attorney stated it was labeled as 2035 because the project is in the 25-year plan issued in 2010. Petitioners also plan to improve Lincoln Avenue from the point of its connection with Olympian Drive and south to its connection with Bradley Avenue, an east-west road. This is referred to as "Project X." It is planned for construction by 2016.

The proposed bridge will have two lanes and run perpendicular to IC's five (5) sets of tracks at Railroad Milepost 124.70. Joint Petitioners retained Hanson Professional Services, Inc., to design the grade separation, its related highway approaches, and any and all other separation of grades' improvements related thereto. The angle of intersection of those alignments is approximately 18 degrees. The east abutment of the bridge will be located on property to be acquired by Champaign County and the west abutment of the bridge will be located on City of Champaign property. The western edge of the bridge will begin near the existing IC right-of-way line. The eastern edge of the bridge will begin east of the existing IC right-of-way line. The total distance from the points of touchdown to touchdown is 3330'. The bridge will be 269'-7 1/2" feet long. The minimum vertical clearance from the bottom of the bridge to the top of the existing rails will be 23'-0". The minimum vertical clearance required by law is 23'-0". The materials that will be used to build the bridge are concrete and steel. The width of the bridge's typical section will be 47'-2". This typical section consists of two (2) 12' wide travel lanes, 10' wide shoulders on each side, and parapets 1'-7" wide and 2'-10" tall. The maximum grade of the bridge's vertical profile will be four percent. The angle of intersection of the bridge with the existing railroad tracks is approximately 18 degrees. The east abutment of the bridge will be located on property to be acquired by Champaign County and the west abutment of the bridge will be located on City of Champaign property. No bridge drainage system is required to comply with IDOT standards because the shoulders on the bridge are wide enough to store the drainage run-off before it is intercepted by a shoulder inlet with curb along the roadway just outside each end of the bridge.

On August 13, 1997, IDOT and the Federal Highway Administration (hereinafter "FHWA") approved a Location/Design Report for a proposed four-lane arterial highway along Olympian Drive from Interstate 57 over the ICRR tracks to U.S. Route 45 to provide an East-West connection between the northern boundaries of the City of Champaign and the City of Urbana in Champaign County, Illinois.

Preliminary proposed highway plans were prepared during June 2011 and revised during November 2012. The plans represent the proposed typical sections on both the West and East sides of the proposed bridge, the plan and profile views of the approaches to the bridge on both the West and East sides, and the location of the borrow areas where dirt will be obtained for building the approaches to the bridge. As to the revisions, the location and length of the bridge was modified, an additional borrow area was located for the Eastern embankment and the proposed embankment width East of the bridge was reduced from 4 lanes to 2 lanes.

An additional borrow area was included because the City of Urbana wished to reduce the amount of construction traffic that would need to travel from the western borrow area to the eastern embankment. The east embankment is narrower because the City of Urbana directed Hanson Engineers to build only the embankment necessary for two lanes east of the proposed structure in order to preserve farmland for the adjacent landowner to continue to farm. Proposed detention basins are part of a

regional drainage study completed by the City of Champaign. Open drainage ditches will be provided along both approaches to the bridge. The width of the embankment approaching the bridge varies as the roadway gets higher in the air, but directly West of the bridge the width is generally about 330', while directly east of the bridge the width is only about 260'. The right-of-way east and west of the proposed bridge is generally about 330' wide. The proposed right-of-way east of the bridge is wider than the proposed embankment because Champaign County is planning to purchase the necessary right-of-way for four lanes, but only build two lanes of embankment.

An Aerial Plan View of the project limits, admitted as Joint Petitioners' Exhibit 9, was prepared during August 2011 and revised during November 2012. The document shows the outline of the preliminary design geometry, drainage, and right of way limits. A 2012 Project Location Map admitted as Joint Petitioners' Exhibit 1 shows the location of the proposed grade separation project, including the touchdown limits, the limits of the original planning studies, and the completion of projects in this area. The Olympian Drive bridge is depicted on the Preliminary Proposed Highway Plans admitted as Joint Petitioners' Exhibit 2 and will be constructed and thereafter maintained in all respects consistent with and in conformance with the plans and specifications set forth in the drawings.

IDOT has approved the original location study for the project, coordinated the updated environmental clearances, as well as reviewed the preliminary design of the bridge and the Olympian Drive and North Lincoln Avenue intersection design. IDOT has included this project in its current Fiscal Year 2014 – 2019 Multi-Modal Transportation Improvement Program. On October 3, 2012, IDOT approved the bridge type study and preliminary bridge design. IC has no objection to the vertical and horizontal clearances as well as the parapet wall and fence height shown on the TSL drawing.

An Amended Intergovernmental Agreement dated June 9, 2011 by and among the Joint Petitioners, admitted as Joint Petitioners' Exhibit 3, designates the City of Urbana as the lead entity for the Olympian Drive grade separation to extend Olympian Drive Eastward from Apollo Drive over ICRR's tracks to North Lincoln Avenue, a highway within the jurisdiction of the City of Urbana.

All engineering and work required to construct the grade separation will be performed by Joint Petitioners, IDOT or their appointed agents. IC will not be involved in bridge construction or bridge maintenance but will remain responsible for railroad ballast, ties, rails, and any other railroad facilities running under, near, and/or along the newly-constructed bridge. Upon completion of construction, the West one-half (½) of the Olympian Drive bridge will thereafter be maintained by the City of Champaign and the East one-half (½) of the Olympian Drive bridge will thereafter be maintained by the City of Urbana.

### Grade Separation Preference

The 1997 IDOT Location Study identified that this crossing should be grade separated, primarily due to the fact that Railroad Milepost 124.70 is in a Railroad Yard where numerous trains are assembled and would block a crossing that was at-grade.

A grade separation is preferable to an at-grade crossing especially where there are multiple sets of tracks, more trains, and a greater likelihood that a train would block an at-grade crossing. A bridge will eliminate any conflict between vehicular and pedestrian traffic and train movements that would exist at an at-grade crossing. The grade separation will increase both safety and emergency access to the entire area, and serve not only residents but also all vehicular and pedestrian traffic using Olympian Drive.

The distance to an existing alternate at-grade crossing to the North of the proposed Olympian Drive bridge is .80 mile (Railroad Milepost 123.90 - Ford Harris Road), and to an existing alternate at-grade crossing to the South is 2.39 miles (Railroad Milepost 127.09 - Bradley Avenue). Law enforcement, fire protection and emergency response vehicles, and Champaign Unit 4 School District buses can currently use the existing 123.90 and 127.09 at-grade crossings. The number of freight train movements and their timetable speed on the IC tracks at Railroad Milepost 124.70 is approximately twenty-five (25) per day and 79 MPH, respectively. The number of Amtrak passenger train movements and their timetable speed on the IC tracks at Railroad Milepost 124.70 is approximately six (6) per day and 79 MPH, respectively.

The ADT using the proposed Olympian Drive bridge over the IC tracks at Railroad Milepost 124.70 is projected to be 1,800 vehicles in 2015. The projected average daily traffic (hereinafter "ADT") over the Olympian Drive bridge for 2033 is 8,900 (Year 2033 projection) as provided during 2011 by the Champaign-Urbana Urbanized Area Transportation Study (hereinafter "CUUATS"), the metropolitan planning organization. CUUATS consists of the transportation entity of the Champaign County Regional Planning Commission, which is the Metropolitan Planning Organization responsible for administering federally-mandated transportation planning for the Champaign-Urbana-Savoy-Bondville Urbanized Areas. CUUATS used a computer model to predict the traffic count.

### Costs and Allocations

The preliminary cost estimate and funding breakdown for the cost of the bridge, related highway approaches, and any and all other separation of grades' improvements related thereto, was prepared during August, 2011 and updated during November, 2012. Joint Petitioners' Exhibits 8B contains the updated estimate, and the allocation agreed among the Joint Petitioners, IDOT and Commission Staff with Staff's recommendation for contribution from the Grade Crossing Protection Fund (hereinafter "GCPF"), which comprises all of the entities providing or administering all of the funds for the project. \$15,738,850 is the projected cost of the overall project. \$13,065,640 is

the projected cost of the bridge, related highway approaches, and any other bridge improvements eligible for the GCPF. Project costs which are ineligible for the GCPF are approximately \$2.7 Million. The proposed funding sources for the bridge and its related approaches are the GCPF, State of Illinois "Jobs Now" funds, federal Surface Transportation Urban (hereinafter "STU") funds from CUUATS, and local funds. \$7,839,384 is projected to come from the GCPF. Approximately \$3.5 million is projected to come from the State of Illinois "Jobs Now" funds. Approximately \$3.25 million is projected to come from federal STU Funds. Approximately \$1.1 million is projected to come from local funds. All future maintenance costs of the proposed grade separation will be borne by Joint Petitioners.

#### Completion Date

Soil borings and analysis, preparation of right-of-way documents, and design engineering have been completed. The construction phase is now scheduled for an early 2014 bid letting. It is estimated that construction of the bridge, related highway approaches, and any and all other separation of grades' improvements related thereto will be completed in 2016. A Project Preliminary Schedule that contains a time line for bridge construction was admitted as Joint Petitioners' Exhibit 7.

#### MOTION TO EXCLUDE, MOTION TO DISMISS, AND INTERLOCUTORY REVIEW

After Joint Petitioners presented their evidence, Intervenor's offered the testimony of several of its members and a witness proffered as an expert witness. Petitioners filed a Motion to Exclude Intervenor's Witness Testimony and Opinions. The Administrative Law Judge (ALJ) denied the Motion because there was no information in the record stating the subject matter of the testimony, nor the expert qualifications, opinions, and bases therefore. Accordingly, there was no basis upon which to determine admissibility.

The ALJ Ruling that denied the Motion also ordered Intervenor to disclose the information that Supreme Court Rule 213 (SCR 213) requires upon written interrogatory. SCR 213 provides that, upon written interrogatory a party must disclose the subject matter of the testimony of all witnesses. For retained expert witness the Rule also requires disclosure of the expert's conclusions and opinions and the bases therefore, as well as the expert's qualifications. Any reports prepared by the retained expert about the case are required to be identified.

Upon receipt of the SCR 213 disclosure, the ALJ ruled orally at the next hearing that the lay witnesses would be allowed to testify but the motion to exclude the expert witness would be granted. Intervenor stated its intention to file a Petition for Interlocutory Review of the ALJ's ruling. Joint Petitioners sought the opportunity to submit interrogatories to obtain additional information upon which to support its Motion to Exclude the proffered expert. After the interrogatories were submitted and answered, Joint Petitioners filed a second Motion to Exclude the testimony and report of Intervenor's named expert, David Wilson. The Motion asserted that the offered testimony is irrelevant and speculative, that Mr. Wilson is not an expert in rail safety,

and Intervenor do not have standing on the issue of use of the Grade Crossing Protection Fund (GCPF). The ALJ issued a written ruling granting the Motion to Exclude. Intervenor filed a Petition for Interlocutory Review and the Commission ruled that the proffered expert should be allowed to testify.

After the conclusion of Joint Petitioners evidence, Intervenor also filed a Motion to Dismiss. The motion asserted that no evidence had been presented pertinent to the determination of whether the Commission should approve the contribution of any Grade Crossing Protection Funds (GCPF) to the project or, if some contribution were to be approved, the amount of contribution. It also noted the GCPF contribution proposed for the Commission to approve and order was 60% of eligible costs, and there is no provision in the administrative code providing for a 60% contribution. The motion concluded that there is no factual basis in the record upon which the Commission can determine the proper apportionment of costs as it required to do by statute. The Motion also asserted that final design plans and costs had not been submitted and therefore any order apportioning costs would be based on speculation. It asserted that construction of the bridge will not "address safety concerns" as it does not involve closure of a dangerous at-grade crossing and there is no existing crossing at the location of the proposed bridge. Rather, the motion summarily asserts the bridge will create safety concerns and makes reference to North Lincoln Avenue being an oil and chip road. Therefore, it concludes, the cause should be dismissed. The ALJ denied this motion orally at hearing. A subsequent Notice of Administrative Law Judge Ruling further recorded the ruling. Intervenor filed a separate Petition for Interlocutory Review of the ALJ ruling on the Motion to Dismiss. Joint Petitioners responded that Intervenor has no standing to challenge the Commission's exercise of its authority to allocate expenses and contribute GCPF funds. IDOT responded that the ALJ noted at the April 17, 2013 hearing that he did not believe testimony was necessary as asserted by Intervenor, but the ALJ elicited further testimony from the Commission's Rail Safety Program Administrator on GCPF funding recommendations and the common Commission practice of authorizing construction without final design plans. The Administrator testified that the Commission approved this project for inclusion in the GCPF Five Year Plan for Fiscal Years 2013 through 2017. The Commission denied the Petition for review of the denial of the Motion to Dismiss.

#### Conclusion of Hearing

The hearing proceeded on December 19, 2013 with the offered expert testimony and Intervenor's additional lay witnesses. Joint Petitioner's presented some rebuttal testimony. At the conclusion of the hearing on December 19, 2013 the record was marked "Heard and Taken."

#### IDOT'S POSITION

IDOT has no objection to the Petition.

#### ILLINOIS CENTRAL'S POSITION

Illinois Central has no objection to the Petition.

**STAFF'S POSITION**

Staff is of the opinion that the City's proposed work will benefit public safety and convenience by providing a grade separated route for vehicular traffic. Staff recommends that an Order be entered granting the Petition and authorizing assistance from the Grade Crossing Protection Fund (GCPF) as set out in Joint Petitioner's Exhibit 8B.

**INTERVENOR'S POSITION**

Intervenor opposes the requests for authority to construct the bridge and opposes the request for any GCPF contribution. Intervenor's positions have been stated in its Motion to Dismiss, its Response to the Motion to Exclude, and its Draft Order.

Intervenor has asserted through its proffered expert witness and argument that the bridge will provide little or no benefit to the public, because the road will provide little or no benefit. Therefore, the Commission should not authorize any contribution to the project from the Grade Crossing Protection Fund. Also, has argued in its Motion to Dismiss that no evidence was presented upon which the Commission may make determination on the use of GCPF funds or the allocation of expenses.

Intervenor notes that Section 8 of the Motor Fuel Tax Law (35 ILCS 505/8) provides for the funding and use of the GCPF. It provides the states \$3,500,000 shall be transferred each month (\$42,000,000 a year) from the 'Motor Fuel Tax Fund' to the Grade Crossing Protection Fund. At least "\$12,000,000 each fiscal year shall be used for the construction or reconstruction of rail highway grade separation structures . . . ."

\$3,000,000 of the GCPF each year shall be transferred to the Transportation Regulatory Fund and shall be accounted for as part of the rail carrier portion of such fund, and shall be used to pay administrative costs of the Commerce Commission's railroad safety program under 18c-7401(3). Section 8 continues:

[the] remainder [is] to be used by Department of Transportation upon order of the Illinois Commerce Commission, to pay that part of the cost apportioned by such Commission to the State to cover the interest of the public in the use of highways, roads, streets, or pedestrian walkways in the county highway system, township and district road system, or municipal street system as defined in the Illinois Highway Code... for separation of grades... and other protection, construction and improvements of grade crossings, and pedestrian walkways and necessary approaches thereto and necessary access to. (emphasis added).

Section 7401 of the Illinois Commercial Transportation Law (ICTL) states "[t]he Commission shall . . . have power . . . to require a separation of grades at any proposed

crossing where a proposed public highway may cross the tracks of any rail carrier or carriers; and to prescribe after a hearing of the parties, the terms upon which such separations shall be made and the proportion in which the expense of the . . . separation of such grades, having regard to the benefits, if any, accruing to the rail carrier or any party in interest, shall be divided between the rail carrier or carriers affected, or between such carrier or carriers and the State, county, municipality of other public authority in interest." (emphasis added).

The Commission here notes that where GCPF contribution is requested, IDOT is a party in interest as the collector and administrator of the Motor Fuel Tax (See sections 6 through 8 of the Motor Fuel Tax Law) and subject to order of the Commission to pay that part of the cost apportioned by the Commission to the State.

Intervenor contends that evidence must be presented for the Commission to determine the amount of GCPF contribution, if any, to a project in accordance with the statutory standards. Intervenor asserts there is no evidence in the record upon which the Commission may make this determination.

Intervenor asserts in its Draft Order that Joint Petitioners did not present evidence to allow a finding that the "proposed Olympian Bridge and its related highway improvements are necessary and in the interest of the public health, safety, convenience, and welfare." Intervenor does not specifically state such proof is required nor cite authority in support of such a requirement. Intervenor merely concludes that authority to construct the bridge should be denied.

Intervenor also contends through its Draft Order that the Commission should establish a policy that GCPF contributions will only be authorized when the "preponderance of the evidence fairly justifies such expenditures, and only when the expenditures are necessary and in the interest of the public health, safety, convenience and, welfare." Intervenor contends that Joint Petitioners' evidence did not meet this standard, and therefore the request for GCPF contributions should be denied.

Intervenor also notes that Joint Petitioner's did not introduce into evidence an Intergovernmental Agreement between Joint Petitioner's which acknowledged authorization or agreement to the funding amounts as set out in Joint Petitioners' Exhibit 8B. However, Intervenor also acknowledges that such an agreement is not required for the Commission's decision in this case.

#### Commission Analysis of Intervenor's Position

Intervenor omits that at hearing Joint Petitioners, IDOT, and Commission Staff consistently represented they were in agreement on the allocation of expenses. The estimated expenses and agreed allocations were first set out in Petitioner's Exhibit 8A, and then updated with Exhibit 8B. Exhibit 8B and Finding (9) each accounts for the allocation of all of the costs of the project. Illinois Central was not asked to contribute any funds to the project. The hearing was concluded with a reaffirmation by the funding

parties and Staff that each stipulated and agreed that they were each asking the Commission to approve and order the allocation of funding as set out in Exhibit 8B the substance of which is included in Finding (9) of this Order.

If the Commission chooses to approve their request and recommendation, then there is no issue that requires evidence other than the agreement and recommendation. The Petitioners chose to submit their request to the Commission in this fashion. In fact, the Commission finds there is no reason not to approve the agreement of the parties and recommendation of Staff and order the allocation as set out in Finding (9) of this Order.

Furthermore, the Commission notes that Intervenor's Petition to Intervene stated the individual members of Intervenor wished to Intervene to express their opposition to construction of the bridge. Intervenor was allowed to present witnesses who stated their opposition.

Section 18c-2106 of the Illinois Commercial Transportation Law (ICTL) is entitled "Standing." (625 ILCS 18c-2106). It is under Sub-Chapter 2 entitled "Proceedings Before the Commission and Courts." It provides:

(1) General Provisions. Each person with an administratively cognizable interest in a proceeding before the Commission shall, upon compliance with procedural rules adopted by the Commission for such proceedings, be entitled to appear and participate as a party to the proceeding. The Commission may, in addition, grant leave to appear and participate on such terms as it may prescribe, where to do so would assist the Commission in reaching an informed and just decision in the proceeding.

Intervenor does not claim to be an entity that is entitled to appear. "Intervenor" is defined in Section 200.40 as a person who is "permitted" to intervene. (83 Ill. Adm. Code 200.40). It does not define the interest that an Intervenor must have before such a Petition may be granted. The Petition to Intervene alleges that Intervenor's interest is that its members are landowners and residents in the area of the proposed bridge. As landowners and residents, neither the members nor their organization have legal standing on the issue of GCPF contribution.

Intervenor has not alleged nor argued standing on any basis other than its status as Intervenor. Section 18c-2106 states participation is on terms prescribed, for the purpose of assisting the Commission. Intervention was granted to allow Intervenor's members to voice their opposition to the project as stated in the Petition to Intervene. Intervenor was allowed to present witnesses who stated their opposition.

Intervenor presented the lay testimony of six of its members. One testified she did not want the bridge built because it would take some of her farmland and divide in halves the original 152 acres bought by her great grandfather. She also believed increased traffic in front of her house would to her grandchild. Two others testified they

did not want the increased traffic near their commercial farm where they serve meals and provide a goat farm experience to many members of the public. The farm is just north of the proposed intersection of the road with Lincoln Avenue. They were concerned the traffic and borrow pit which would be adjacent to their property increased safety concerns. Another felt that the money for the bridge would be better used to construct a grade separation at existing at-grade crossings, and the cost wasn't justified given the traffic projections with Olympian Drive extended only to Lincoln Avenue. Another witness believed the study that determined the corridor for the roadway did not sufficiently consider other options. He did not believe certain costs should be GCPF eligible and believed there should be a guardrail protecting traffic from the borrow pit. He also suggested that the increased traffic on Lincoln Avenue may present a hazard. Project engineer Matt Heyen of Hanson Professional Services, Inc. testified he believed Lincoln Avenue was capable of handling the projected traffic and noted there was no use restriction on the road.

Intervenor presented no evidence that would suggest any reason not to order the allocation and GCPF contribution requested by Petitioner's IDOT and Staff. Intervenor based its opposition to GCPF contribution on the premise that the bridge is not needed because, as it extends Olympian Drive only to Lincoln Avenue, it will not attract the traffic or the economic development sufficient to justify its cost and the taking of farmland. However, Intervenor's own proffered expert stated that he had no basis for objection to construction of the bridge if Olympian Drive were extended to connect to Route 45. The proffered expert acknowledged that it is necessary to plan years, in fact decades, in advance to provide roads and meet anticipated needs, and that it was common and necessary to build in stages. The proffered expert at hearing acknowledged that any belief or opinion that the connection would not be completed at some point was merely what he called his "projection."

The proffered expert also concluded that the funds for the bridge could be better spent improving or separating other grade crossings. He did not purport to have any expertise in rail safety or prioritizing the expenditure of funds for improving existing crossings and building new grade separation crossings throughout the state. The crossing safety issue before the Commission is whether the proposed bridge will safely carry traffic across tracks and allow safe passage of trains under the bridge without interfering with operations.

His qualifications were not established with any clarity in the SCR 213 disclosure or through his testimony at hearing. He acknowledged he had never previously prepared a report of the type that was submitted with the SCR 213 disclosure and which was admitted as his testimony at hearing.

Intervenor's argued in its Motion to Dismiss that any order apportioning costs would be based on speculation because the design plans admitted into evidence were not final and the costs were only estimated. This Order requires the construction to be consistent with the design plans admitted. It Orders an apportionment based on the estimates with the GCPF funds being limited to the stated percentage of actual costs

and capped at the amount authorized based on the estimate. Joint Petitioners are to be responsible for any amounts in excess of the estimated total, subject to the right to Petition for additional GCPF funds. This is not speculative.

Intervenor is vague as to what need it contends should be at issue. Intervenor cites no authority in support of its proposition that Joint Petitioner's must prove the project is "necessary and in the interest of the public health, safety, convenience, and welfare." The Olympian Drive road from I-57 Apollo Road just west of the tracks is already constructed. The proposed bridge is being built as part of a long-range plan that includes an extension of the road to connect with Route 45. Intervenor's proffered expert acknowledged the need for planning decades in advance, and the need to construct projects in stages.

In order to complete a connection from the existing Olympian Drive to Route 45 it is necessary to cross the tracks. Intervenor does not challenge that a grade separation is a safer method of crossing tracks and allows traffic to cross even when a train is on the tracks at the point of the crossing. Intervenor's own proffered expert acknowledged that a grade separation was preferable to an at-grade crossing. The necessity to cross the tracks to complete a connecting route is obvious and the bridge is the preferred method of crossing. If Intervenor is simply contending that the Petitioners must prove the need for the bridge until the connection to Route 45 is made, then Intervenor is asking that the long-range plan be ignored. Until then it will provide an additional crossing route and an alternative to at-grade crossings.

There is no requirement to prove any more necessity for the bridge than has been presented. It is certainly in the interest of public health and safety that a crossing be safe, and no one has disputed the safety of the proposed bridge crossing. There is no reason not to order the allocation of costs including the GCPF contribution as agreed by the funding parties and recommended by Staff, nor to deny the requested authority to construct the bridge.

The Commission also notes that the project was previously approved by the Commission for inclusion in the Five Year Plan for Fiscal Years 2013 through 2017.

### **PROPOSED ORDER**

A Proposed Order granting the Petition was filed and served upon all Parties and Staff on January 8, 2014. Exceptions were filed by \_\_\_\_\_.

### **FINDINGS**

The Commission, having given due consideration to the Stipulated Agreement, finds that:

- (1) The Commission has jurisdiction over the parties and the subject matter of

this proceeding;

- (2) The recitals of the fact set forth in the prefatory portion of this order are supported by the evidence of record and are hereby adopted as findings of fact;
- (3) It is in the interest of public safety and convenience to allow the City of Urbana, the City of Champaign and Champaign County to construct a new grade separation structure to carry Olympian Drive over the Illinois Central Railroad right of way, in accordance with the Illinois Commercial Transportation Law, 625 ILCS5/18c-7401(3), and should be granted;
- (4) The City of Urbana should be the lead agency for the Olympian Drive grade separation project;
- (5) The Petitioners should upon entry of this Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for completion of the proposed improvements should be thirty-six (36) months from the date of this Commission Order;
- (6) Upon completion, the West one-half ( $\frac{1}{2}$ , from Station 459+37.40 to the west) of the Olympian Drive bridge will thereafter be maintained by the City of Champaign and the East one-half ( $\frac{1}{2}$ , from Station 459+37.40 to the east) of the Olympian Drive bridge should thereafter be maintained by the City of Urbana.
- (7) The Illinois Central Railroad Company should not be responsible for any portion of the construction costs of the proposed grade separation and should continue to be responsible for maintaining the railroad ballast, ties, rails and all other railroad related facilities associated with the new Olympian Drive grade separation;
- (8) It is fair and reasonable that the Secretary of the Illinois Department of Transportation through the Grade Crossing Protection Fund of the Motor Fuel Tax Law, and the Petitioners be directed to pay their respective portions of the actual cost of the proposed improvements as set forth in Petitioners' Evidence, in accordance with the Law;
- (9) The cost of making the improvements herein required should be divided among the parties and the Grade Crossing Protection Fund of the Motor Fuel Tax Law as follows:

COST DIVISION TABLE

CATEGORY	EST. COST TOTAL	Est. Cost GCPF Eligible	Est. Cost GCPF allowed 60% of eligible cost	CITY OF CHAMPAGN	CITY OF URBANA	CHAMPAIGN COUNTY	ICRR	IDOT Illinois Jobs Now Funds	Federal STU
Construction (GCPF requested)	\$11,585,000	\$9,584,000	\$5,738,400	\$0	\$0	\$0	\$0	\$2,596,600	\$3,250,000
Construction Engineering (GCPF Requested)	\$704,100	\$582,840	\$349,704	\$0	\$177,198	\$177,198	\$0	\$0	\$0
Preliminary Engineering (GCPF Requested)	\$775,000	\$651,000	\$390,600	\$0	\$0	\$0	\$0	\$384,400	\$0
Utility Relocation (GCPF Requested)	\$500,000	\$400,000	\$240,000	\$0	\$0	\$0	\$0	\$260,000	\$0
Right of Way Acquisition (GCPF Requested)	\$2,024,750	\$1,717,800	\$1,030,680	\$751,800	\$0	\$0	\$0	\$242,270	\$0
ICRR Flagging (GCPF Requested)	\$150,000	\$150,000	\$90,000	\$0	\$0	\$0	\$0	\$60,000	\$0
ICRR Force Account Work	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTALS</b>	<b>\$15,738,850</b>	<b>\$13,065,640</b>	<b>\$7,839,384<sup>1</sup></b>	<b>\$751,800</b>	<b>\$177,198</b>	<b>\$177,198</b>	<b>\$0</b>	<b>\$3,543,270</b>	<b>\$3,250,000</b>

NOTES:

1. Total GCPF assistance not to exceed \$7,839,384; any costs above the total estimated cost of \$15,738,850 will be the responsibility of the City of Champaign, City of Urbana and Champaign County, subject to the right to seek re-hearing if significant cost overruns above the total estimated cost of \$15,738,850 should occur.

- (10) For all items authorized for reimbursement from the Grade Crossing Protection Fund, the Petitioners shall assure that sufficient documentation for all bills is made available for review by the Illinois Department of Transportation or the Department's representative. The minimum documentation that must be made available is outlined below:
  - a) Labor Charges (including additives) - Copies of employee work hours charged to the project.
  - b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate, and the number of hours the equipment was used on the project.
  - c) Material - An itemized list of all materials purchased and installed at the project location.
  - d) Engineering - Copies of employee work hours charged to the project.
  - e) Supervision - Copies of employee work hours charged to the project.
  - f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
  - g) Service Dates - Invoices shall include the beginning and ending date of the work accomplished for the invoice.
  - h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
  - i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the State job number when federal funds are involved.
  - j) Location - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.

Reimbursement of railroad labor additives (for IC's Review, Flagging and Force Account Work) will be for the most current audited and Federal Highway Administration approved company rates that have been entered into the IC billing system, as of the date of an invoice, for application to invoices for this project covered by this Order. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by the Department;

- (11) All work encompassed by this Order should be made in accordance with all applicable State and federal laws, rules, standards, regulations and orders and procedures in general;
- (12) Any and all contractors engaged by the Petitioners to perform project related work within the IC right-of-way should comply with Articles 107.10, 107.11 and 107.12 of the Department's most current "Standard Specifications for Road and Bridge Construction";
- (13) The City of Urbana, on behalf of the Petitioners should, within 15 days from the date of this Order, submit written verification to the Commission that the construction drawings and required specifications for the proposed Olympian Drive bridge have been approved by IDOT and the IC;
- (14) The City of Urbana, on behalf of the Petitioners, should at six (6) month intervals from the date of this Order, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report stating the progress it has made toward completion of the work herein required. Each Project Status Report shall include the Commission Order docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number, railroad milepost number and type of improvement), and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of Petitioners' Project Manager;
- (15) The City of Urbana, on behalf of the Petitioners, should submit a Project Completion Report to the Director of Processing and Information, Transportation Bureau of the Commission, stating that the work herein required of it has been completed. Said Report shall be submitted within five (5) days after the required project completion date;

- (16) Illinois Central shall, within five (5) days of the completion of the work herein required, establish and submit a United States Department of Transportation Inventory Form No. 6180.71 to the Federal Railroad Administration, the Chief of Data Services at the Illinois Department of Transportation, and the Director of Processing and information, Transportation Bureau of the Commission;
- (17) 625 ILCS 5/18c-1701 and 1704 require each "person", as defined by Section 18c-1104, to comply with every regulation or order of the Commission. These sections further provide that any person who fails to comply with a Commission regulation or order shall forfeit to the state not more than \$1,000 for each such failure, with each day's continuance of the violation being considered a separate offense. While the Commission expects all parties to comply with this Order in all matters addressed herein and in a timely manner, the Commission advises that any failure to comply may result in the assessment of such sanctions.
- (18) Any person making a Request for an Extension of Time up to 30 days to complete a project ordered by the Commission must file a request with the Director of Processing and Information no later than 14 days in advance of the scheduled deadline. An Administrative Law Judge will consider and decide the request.
- (19) Any person making a Request for an Extension of Time that exceeds 30 days must file a Petition for Supplemental Order with the Director of Processing and Information no later than 21 days in advance of the scheduled deadline. The Commission will decide Petitions for Supplemental Orders.
- (20) Requests for Extension of Time and Petitions for Supplemental Orders must include the reason(s) the additional time is needed to complete the work and the time within which the project will be completed. Prior to submitting a Request for Extension of Time or a Petition for Supplemental Order, the person must notify the Commission's Rail Safety Program Administrator that it is unable to complete the project within the ordered timeframe.
- (21) The Commission or its Administrative Law Judge reserves the right to deny Petitions for Supplemental Orders and Requests for Extension of Time, if the reason(s) supporting the request is (are) insufficient or where it appears the person has not made a good faith effort to complete the project within the allotted time. Failure of the Commission or Administrative Law Judge to act on a pleading prior to the deadline means the originally ordered completion date remains in effect.

#### **ORDERING PARAGRAPHS**

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the City of Urbana, the City of Champaign, and Champaign County are authorized and hereby directed to, in accordance with the plans submitted as Petitioners Exhibits, shall construct

a grade separation (IDOT Structure No. 010-4556) to carry Olympian Drive over the tracks of the Illinois Central Railroad Company at railroad milepost 124.70 in Champaign County, Illinois.

IT IS FURTHER ORDERED that the City of Urbana shall be the lead agency for the Olympian Drive grade separation project.

IT IS FURTHER ORDERED that City of Urbana, the City of Champaign, and Champaign County is hereby, required and directed to proceed immediately toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for completion of the proposed improvements should be thirty-six (36) months from the date of this Commission Order.

IT IS FURTHER ORDERED that, upon completion, the West one-half ( $\frac{1}{2}$ , from Station 459+37.40 to the west) of the Olympian Drive bridge will thereafter be maintained by the City of Champaign and the East one-half ( $\frac{1}{2}$ , from Station 459+37.40 to the east) of the Olympian Drive bridge shall thereafter be maintained by the City of Urbana.

IT IS FURTHER ORDERED that the Illinois Central Railroad Company shall not be responsible for any portion of the construction costs of the proposed grade separation and shall continue to be responsible for maintaining the railroad ballast, ties, rails and all other railroad related facilities associated with the new Olympian Drive grade separation;

IT IS FURTHER ORDERED that the Secretary of the Illinois Department of Transportation through the Grade Crossing Protection Fund of the Motor Fuel Tax Law, and the Petitioners be directed to pay their respective portions of the actual cost of the proposed improvements as set forth in Petitioners' Evidence, in accordance with the Law.

IT IS FURTHER ORDERED that the cost of making the improvements herein required shall be divided among the City of Urbana, the City of Champaign, and Champaign County and the Grade Crossing Protection Fund of the Motor Fuel Tax Law as shown in Finding 9 of this Order.

IT IS FURTHER ORDERED that all bills for work specified in Finding 9 or this Order authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to IDOT's Region 3, District 5 Office at the following address: Joseph E. Crowe, Region Engineer, Attn: Scott A. Lackey, Acting Local Roads Engineer, P.O. Box 610, Paris, Illinois 61944. All bills shall meet the minimum documentation requirements set forth in Finding 8 of this Order.

IT IS FURTHER ORDERED that IDOT shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in this Order. The final bill for expenditures from each party shall be clearly marked "Final Bill." The Department shall not obligate any assistance from the Grade Crossing Protection Fund for the cost of proposed improvements set forth in Section 2 of

the Stipulated Agreement, appended hereto, without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in this Order or any Supplemental Order, conduct a review to determine if any unused assistance from the Grade Crossing Protection Fund should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

IT IS FURTHER ORDERED that all work encompassed by this Order shall be made in accordance with all applicable State and federal laws, rules, standards, regulations and orders and procedures in general;

IT IS FURTHER ORDERED that any and all contractors engaged by the Petitioners to perform project related work within the IC right-of-way shall comply with Articles 107.10, 107.11 and 107.12 of the Department's most current "Standard Specifications for Road and Bridge Construction"

IT IS FURTHER ORDERED the City of Urbana, on behalf of the Petitioners shall, within 15 days from the date of this Order, submit written verification to the Commission that the construction drawings and required specifications for the proposed Olympian Drive bridge have been approved by IDOT and the IC.

IT IS FURTHER ORDERED The City of Urbana, on behalf of the Petitioners, shall submit, at six (6) month intervals from the date of Commission Order subsequent to this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, stating the progress it has made toward completion of the work herein required. Each Project Status Report shall include the Commission Order number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Petitioners' Project Manager.

IT IS FURTHER ORDERED that the City of Urbana, on behalf of the Petitioners, shall submit a Project Status Report, to the Director of Processing and Information, Transportation Bureau of the Commission, stating that the work herein required of it has been completed. Said Report shall be submitted within five (5) days after the project completion date.

IT IS FURTHER ORDERED that Illinois Central Railroad Company shall within five (5) days of the completion of the work herein required, submit a completely updated United States Department of Transportation Inventory Form (#6180.71) to the Illinois Department of Transportation, and the Director of Processing and Information, Transportation Bureau of the Commission.

IT IS FURTHER ORDERED that any person making a Request for an Extension of Time up to 30 days to complete a project ordered by the Commission must file a request with the Director of Processing and Information no later than 14 days in advance of the scheduled deadline. An Administrative Law Judge will consider and decide the request.

IT IS FURTHER ORDERED that any person making a Request for an Extension of Time that exceeds 30 days must file a Petition For Supplemental Order with the Director of Processing and Information no later than 21 days in advance of the scheduled deadline. The Commission will decide Petitions for Supplemental Orders.

IT IS FURTHER ORDERED that requests For Extension Of Time and Petitions For Supplemental Orders must include the reason(s) the additional time is needed to complete the work and the time within which the project will be completed. Prior to submitting a Request for Extension of Time or a Petition for Supplemental Order, the person must notify the Commission's Rail Safety Program Administrator that it is unable to complete the project within the ordered timeframe.

IT IS FURTHER ORDERED that the Commission or its Administrative Law Judge reserves the right to deny Petitions for Supplemental Orders and Requests for Extension of Time, if the reason(s) supporting the request is (are) insufficient or where it appears the person has not made a good faith effort to complete the project within the allotted time. Failure of the Commission or Administrative Law Judge to act on a pleading prior to the deadline means the originally ordered completion date remains in effect.

IT IS FURTHER ORDERED that, subject to Section 18c-2201 and 18c-2206 of the Law, this is a final decision subject to the Administrative Review Law.

By Order of the Commission this 06 day of mm.WVV.

DOUGLAS P. SCOTT  
CHAIRMAN

AMENDED INTERGOVERNMENTAL AGREEMENT  
FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE  
OF OLYMPIAN DRIVE BETWEEN  
THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND  
THE COUNTY OF CHAMPAIGN

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the City of Champaign, a municipal corporation (“Champaign”); the City of Urbana, a municipal corporation (“Urbana”); and the County of Champaign, Illinois (“County”)(“Parties”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes Champaign, Urbana, and the County to contract to perform and share services in any manner not prohibited by law; and

WHEREAS, 65 ILCS 5/11-91.2-1 and 605 ILCS 5/5-102, 5-105, 5-408, 5-410, 5-410.1, 7-101 and 9-101 all provide statutory authority for Champaign, Urbana, and the County to enter into this cooperative agreement with respect to the jurisdiction and maintenance of roads and streets; and

WHEREAS, the responsibility to provide for a highway system rests with Champaign, Urbana, the County, and the State; and

WHEREAS, Champaign, Urbana, and the County desire to perform this function as efficiently and effectively as possible thereby reducing costs to local taxpayers; and

WHEREAS, Champaign, Urbana, and the County find it to be in the best interest of the public to design and construct the section of Olympian Drive from Apollo Drive to Lincoln Avenue according to the location study and project design report that was completed for this road and approved by the Illinois Department of Transportation in 1997; and

WHEREAS, Champaign, Urbana, and the County find it to be in the best interest of the public to design and construct the section of Olympian Drive from Champion Avenue to Duncan Road; and

WHEREAS, Champaign, Urbana, and the County have received \$5,000,000 from the State of Illinois Capital Bill specifically for the Olympian Drive Improvements which requires no local match and is to be used for engineering design fees, land acquisition, construction, and expenses.

NOW, THEREFORE, Champaign, Urbana, and the County, in consideration of the mutual promises and covenants herein, agree as follows:

**Paragraph 1. Definitions.**

- (a) "Highway" means any public way for vehicular travel, which has been laid out in pursuance of any law of this State. The term "highway" includes rights-of-way, curbs, sidewalks, bikeways, sidepaths, bridges, drainage structures, channels and detention basins, signs, traffic signals, guards rails, protective structures and all other structures and appurtenances necessary or convenient for vehicular, bicycle, or pedestrian traffic.
- (b) "Direct expenses" include costs for appraisers, ROW agents, attorneys, and other direct expenses necessary for the completion of the project.
- (c) "Engineer" is a Professional Engineer appointed by the lead agency for a project. The duties of the Engineer are described in the IDOT Design Manual.
- (d) "Maintenance" means the performance of all activities necessary to keep a highway in serviceable condition for vehicular traffic.

**Paragraph 2. Projects.** "Project A" is defined as all work required to complete Olympian Drive from Apollo Drive to Lincoln Avenue. "Project C" is defined as all work required to complete Olympian Drive from 1400' west of Champion Avenue to Duncan Road.

**Paragraph 3. Project Description.**

- (a) Project A will include design engineering, acquisition of all rights-of-way, construction engineering, excavation, embankment work, utility relocations, bridges, sidepaths, drainage structures and facilities, installation of signs, traffic signals, and paving for two lanes of Olympian Drive.
- (b) Project C, will include a project development report, design engineering, acquisition of all rights-of-way, construction engineering, excavation, embankment work, utility relocation, sidepaths, installation of signs, drainage structures and facilities and paving for two lanes of Olympian Drive.

**Paragraph 4. Lead Agency.** Urbana shall be the lead agency for Projects A and C.

**Paragraph 5. Engineering and Other Services.**

- (a) **Consulting Engineer.** A Qualifications Based Selection process was used to select the consulting engineer, Hanson Professional Services Inc. (“Engineer”), has been selected to complete the location study update, project design report, plans, specifications, and estimates (PS&E) for Projects A and C. If any change orders are required with the Engineer for Projects A and C, the lead agency shall receive prior written approval from the Champaign City Engineer and the County Engineer before approving any change order. The lead agency shall also obtain written authorization from the Champaign City Engineer and the County Engineer should the lead agency determine that it is necessary for any reason to increase the cost of the contracts, provided the increases do not exceed the total approved project budget.
- (b) **Other Professional Services.** The lead agency shall select and negotiate with other professionals or for other professional services as necessary for the completion of the projects, including, but not limited to, title companies, real estate appraisals, right-of-way

agents, soils and material testing services and other professional services associated with administering, managing, applying for grants, engineering and acquiring rights-of-way for the projects. Prior to entering into any contract for necessary professional services, the lead agency shall provide a good faith estimate of the cost and a description of such services to the Champaign City Engineer and the County Engineer and obtain their written approval before contracting with any of said professionals. The lead agency shall also obtain written authorization from the Champaign City Engineer and the County Engineer should the lead agency determine that it is necessary for any reason to increase the cost of the contracts for any of said professionals, provided the increases do not exceed the total approved project budget.

**Paragraph 6: Right of Way Acquisition**

The City of Urbana shall be the lead agency for any necessary right of way acquisition and shall use the powers given in Paragraph 5(b) to hire professionals to perform legal work in reference to such right of way acquisition. The County Engineer shall be the lead negotiator during right of way acquisition. Since the relevant property to be acquired lies outside the corporate boundaries of Champaign and Urbana the County shall pass legally sufficient resolutions for acquisition of property needed for right of way by eminent domain if needed.

**Paragraph 7. Implementation.**

- (a) **Timing.** Champaign, Urbana, and the County agree to take all necessary steps to implement the projects and perform those activities set forth in this Agreement. It is the intent of the parties to complete the engineering design work for Projects A and C in 2012. Land acquisition will commence as soon as practical with the preparation of right-of-way plat documents performed during the design phase. Project A and C construction

timing will be determined on the acquisition of right-of-way and easements and on the availability of Illinois Commerce Commission funding.

- (b) Champaign Budgeting; Urbana Budgeting; County Appropriations. For this Agreement there is no financial commitment or share by Champaign, Urbana, or the County.

**Paragraph 8. Maps.** Attached hereto as Exhibit A is a map of which the Parties agree is the section of highway subject to the provisions of this Agreement. The limits of Projects A and C are also identified.

**Paragraph 9. Funding.** The Parties have received \$5,000,000 in funding from the Illinois Jobs Now, Capital Bill that requires no local match. The Parties further agree that these funds shall be used for engineering services, right-of-way acquisition, and construction for Projects A and C. Furthermore, the Illinois Commerce Commission has programmed funding in the amount of \$9,000,000 to be used toward the construction of a bridge over the Canadian National railroad tracks. The balance of funding for the approximately \$16,500,000 Projects A and C cost will come from the federal Surface Transportation Program – Urban (STP-U) funding in the amount of \$2,500,000. If the \$16,500,000 in funding from the Illinois Jobs Now, Capital Bill, the Illinois Commerce Commission, and the STP-U is not sufficient to complete the design, land acquisition, and construction for Projects A and C then the Parties shall first consider using additional STP-U funding. Projected local funding expenditures are currently set at zero for Urbana, Champaign, and the County individually. Any need for additional funding from Urbana, Champaign, and the County will require an amendment to this Agreement.

**Paragraph 10. Invoices.** A local agency agreement with the lead agency and IDOT is required for Projects A and C for the use of Illinois Jobs Now funds. The lead agency shall make direct payment to the Engineer. The lead agency shall seek immediate reimbursement from IDOT.

Urbana, Champaign, and the County will enter into necessary agreements for Illinois Commerce Commission and STP-U funding.

**Paragraph 11. Effective Date of Agreement.** The Agreement shall be effective, as between Champaign, Urbana, and the County, on the date approved by the last of the Parties to approve it.

**Paragraph 12. Maintenance.** Once Project A and C are completed the following understanding for maintenance of these projects is as follows:

- (a) Project A between Apollo Drive and the centerline of the Canadian National railroad bridge shall be the responsibility of Champaign.
- (b) Project A between Lincoln Avenue and the centerline of the Canadian National railroad bridge shall be the responsibility of Urbana.
- (c) Project C shall be the responsibility of Champaign.

**Paragraph 13. Amendment.** No amendment to this Agreement shall be effective unless it is in writing and signed by the Parties hereto.

**Paragraph 14. Notices.** Notice with respect to any matter contained herein shall be sent first class and mailed to:

CHAMPAIGN:  
City Manager  
City of Champaign  
102 N. Neil St.  
Champaign, IL 61820

URBANA:  
Mayor  
City of Urbana  
400 S. Vine St.  
Urbana, IL 61801

COUNTY:  
County Board Chair  
County of Champaign  
1776 E. Washington St.  
Urbana, IL 61802

City Engineer  
City of Champaign  
702 Edgebrook Dr.  
Champaign, IL 61820

City Engineer  
City of Urbana  
706 S. Glover Ave.  
Urbana, IL 61802

County Engineer  
County of Champaign  
1605 E. Main St.  
Urbana, IL 61802

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF CHAMPAIGN

CITY OF URBANA

COUNTY OF CHAMPAIGN

By: *Cresty D. David*  
City Manager

By: *Paul J. Perry*  
Mayor

By: *Chris Wade*  
Chair

Date: *May 19, 2011*

Date: *6/9/11*

Date: *4/21/2011*

Attest: *Beth Williams*  
City Clerk  
*for*

Attest: *Phyllis A. Clark*  
City Clerk

Attest: *Dorothy Hults*  
County Clerk

APPROVED AS TO FORM:  
By: *Joyce E. Hoff*  
Asst. City Attorney

APPROVED AS TO FORM:  
By: *Chris R. Ryan*  
City Attorney

APPROVED AS TO FORM:  
By: *Chris Wade*  
Its Attorney

*CB 2011-091 5-17-11*  
City Council Approval Date

*5/2/2011*  
City Council Approval Date

*4/21/2011*  
County Board Approval Date

# Olympian Drive

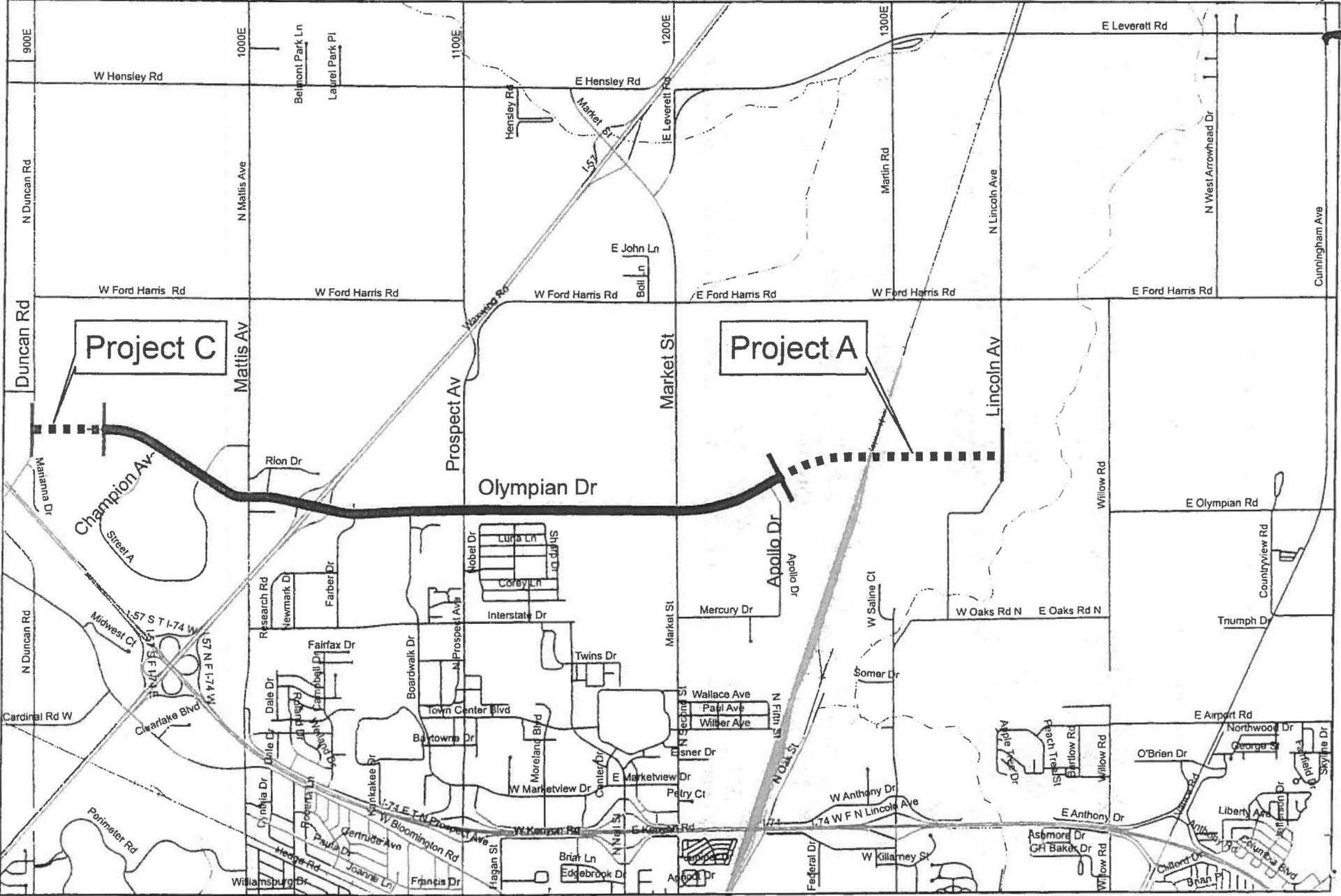


Exhibit A

AN INTERGOVERNMENTAL AGREEMENT  
FOR THE DESIGN, LAND ACQUISITION AND CONSTRUCTION OF LINCOLN AVENUE  
BETWEEN THE CITY OF URBANA AND  
THE COUNTY OF CHAMPAIGN

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the City of Urbana, a municipal corporation (“Urbana”); and the County of Champaign, Illinois (“County”) (“Parties”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes Urbana and the County to contract to perform and share services in any manner not prohibited by law; and

WHEREAS, 65 ILCS 5/11-91.2-1 and 605 ILCS 5/5-102, 5-105, 5-408, 5-410, 5-410.1, 7-101 and 9-101 all provide the statutory authority for Urbana and the County to enter into this cooperative agreement with respect to the jurisdiction and maintenance of roads and streets; and

WHEREAS, the responsibility to provide for a highway system rests with Urbana, the County, and the State; and

WHEREAS, Urbana and the County desire to perform this function as efficiently and effectively as possible thereby reducing costs to local taxpayers; and

WHEREAS, Lincoln Avenue between Saline Court and Olympian Drive will provide a necessary major north-south transportation link between I74 and Olympian Drive; and

WHEREAS, Urbana and the County find it to be in the best interest of the public to design and construct the section of Lincoln Avenue from Saline Court to Olympian Drive along the “purple” corridor as shown on “Exhibit A” of this Agreement and approved by Resolution #7680 of the Champaign County Board on March 17, 2011; and

WHEREAS, CUUATS has programmed \$1,400,000 in Surface Transportation Program Urban (STPU) through the Transportation Improvement Program (TIP) for this section of Lincoln Avenue which is to be used for phase 1 engineering design fees and construction; and

WHEREAS, the total estimated cost for the Lincoln Avenue project is \$3,600,000 of which \$2,200,000 must be generated from sources other than STPU Funds.

NOW, THEREFORE, Urbana and the County, in consideration of the mutual promises and covenants herein, agree as follows:

**Paragraph 1. Definitions**

- (a) "Jurisdiction" means the authority and responsibility to administer, control, construct, maintain and operate all elements of the area within the right-of-way of a highway. Permanent and temporary construction easements are included in ROW.
- (b) "Maintenance" means the performance of all activities necessary to keep a highway in serviceable condition for vehicular traffic.
- (c) "Right-of-way" or "ROW" means the land or interest therein acquired for or devoted to a highway. Permanent easements and temporary construction easements are included in ROW.
- (d) "Highway" means any public way for vehicular travel, which has been laid out in pursuance of any law of this State. The term "highway" includes rights-of-way, curbs, sidewalks, bikeways, sidepaths, bridges, drainage structures, channels and detention basins, signs, traffic signals, guards rails, protective structures and all other structures and appurtenances necessary or convenient for vehicular, bicycle, or pedestrian traffic. The term "highway" also includes any context sensitive design measures necessary for the said project which may include trees, noise barriers, earth berms, etc.
- (e) "Direct expenses" include costs for appraisers, ROW agents, attorneys, and other direct expenses necessary for the completion of the project.

- (f) "Engineer" is a Professional Engineer appointed by the lead agency for a project. The duties of the Engineer are described in the IDOT Design Manual.
- (g) "Change Order" is an alteration of the contract work from that awarded under the competitive bidding process which is reviewed and supported by the IDOT Regional Engineer.

**Paragraph 2. Projects**

"Project X" is defined as all work required to complete Lincoln Avenue from Saline Court to Olympian Drive.

**Paragraph 3. Lead Agency**

Urbana shall be the lead agency for Project X.

**Paragraph 4. Engineering and Other Services**

- (a) Consulting Engineer. The parties intend to negotiate a contract with Hanson Professional Services Inc. (Engineer) to complete the location study update and project design report for Project X and prepare plans, specifications, and estimates (PS&E) for Project X. Urbana is the lead agency that will contract with the Engineer for Project X. Prior to entering into such contracts, Urbana shall obtain prior written approval from the County Engineer for the scope of the work to be performed by the Engineer and the terms of the contract for Project X. The lead agency shall also obtain written authorization from the County Engineer should the lead agency determine that it is necessary for any reason to increase the cost of the contracts, provided the increases do not exceed the total approved project budget.
- (b) Other Professional Services. The lead agency shall select and negotiate with other professionals or for other professional services as necessary for the completion of the

projects, including, but not limited to, title companies, real estate appraisals, right-of-way agents, soils and material testing services and other professional services associated with administering, managing, applying for grants, engineering and acquiring rights-of-way for the projects. Prior to entering into any contract for necessary professional services, the lead agency shall provide a good faith estimate of the cost and a description of such services to the County Engineer and obtain written approval before contracting with any of said professionals. The lead agency shall also obtain written authorization from the County Engineer should the lead agency determine that it is necessary for any reason to increase the cost of the contracts for any of said professionals, provided the increases do not exceed the total approved project budget.

**Paragraph 5: Right of Way Acquisition**

The City of Urbana shall be the lead agency for any necessary right of way acquisition and shall use the powers given in Paragraph 4(b) to hire professionals to perform legal work in reference to such right of way acquisition. The County Engineer shall be the lead negotiator during right of way acquisition. Since the relevant property to be acquired lies outside the corporate boundaries of Urbana, the County shall pass legally sufficient resolutions for acquisition of property needed for right of way by eminent domain if needed.

**Paragraph 6: Construction**

During construction Urbana shall provide the lead Resident Engineer to oversee the project and the County shall provide a maximum of 2 engineers on the job to perform construction inspection duties. Costs incurred by either Champaign County or Urbana to oversee construction shall not be included as part of the local cost share.

**Paragraph 7: Jurisdiction**

- (a) Upon completion of the project Urbana shall assume jurisdiction and maintenance of the re-aligned Lincoln Avenue.
- (b) As provided by statute, the City and the County shall exercise reasonable efforts to submit such documentation to the Illinois Department of Transportation so as to secure approval by IDOT of the transfer of the re-aligned Lincoln Avenue. Such submissions shall be in accordance with IDOT's jurisdictional transfer guidelines.
- (c) Until the roadway is annexed to the City, the jurisdictional transfer shall not affect a transfer of the provision of police and fire services for this highway.

**Paragraph 8. Timing**

Urbana and the County agree to take all necessary steps to implement the project and perform those activities set forth in this Agreement. It is the intent of the parties to complete Phase 1 engineering work in 2012, acquire the land by December 2013, and complete Phase 2 engineering work in 2014. Construction is intended to begin in 2015.

**Paragraph 9. Maps**

Attached hereto as Exhibit A is a map of the "purple" alignment, approved by Resolution #7680 of the Champaign County Board on March 17, 2011, which the parties agree is the alignment of the section of highway subject to the provisions of this Agreement.

**Paragraph 10. Funding**

The parties agree that the total estimated cost for this project is \$3,600,000 of which \$1,400,000 shall be funded with STPU Funds through CUUATS. The \$2,200,000 balance of funds needed to meet the estimated cost shall be divided equally between Urbana and the County. Therefore, projected local funding expenditures are currently set at \$1,100,000 for Urbana and the County

individually. Any decrease in local costs for the project shall be divided equally between Urbana and the County. Any need for additional funding from Urbana and the County will require an amendment to this Agreement.

**Paragraph 11. Other Moneys or Grants**

Any other grant or reimbursement funds for design, land acquisition, or construction, including, but not limited to, funds received for the project from the Illinois Department of Transportation, state or federal government, developers, or other parties or agencies, will be used to lower the project cost shares of the parties to this Agreement.

**Paragraph 12. Invoices.**

A local agency agreement with the lead agency and IDOT is required for this project. All local costs for professional services, right of way acquisition and construction shall initially be paid by Urbana. Urbana shall invoice the County for their share of the local costs. The County shall pay invoices which comply with this agreement within 60 days.

**Paragraph 13. Effective Date of Agreement**

The Agreement shall be effective, as between Urbana and the County, when approved by all of the parties hereto, on the date approved by the last party to approve it.

**Paragraph 14. Termination**

If the Engineer has not commenced performing their professional services by January 1, 2012, any party may declare its intent to withdraw from this agreement within ninety (90) days by submitting written notice. Upon receipt of such written notice and prior to the expiration of ninety (90) days, the parties shall meet to identify and, to the best of their ability, resolve the cause for delay or develop a plan for resolution to allow the project to continue. If the cause for delay is within the control of the parties and is not resolved or a plan for resolution is not

accepted by all parties within ninety (90) days of the written notice of intent to withdraw from this agreement, all benefits and obligations contained herein shall be null and void as to the declaring party after the ninety (90) days has elapsed.

**Paragraph 15. Amendment**

No amendment to this Agreement shall be effective unless it is in writing and signed by the parties hereto.

**Paragraph 16. Notices**

Notice with respect to any matter contained herein shall be sent first class and mailed to:

URBANA:  
Mayor  
City of Urbana  
400 S. Vine St.  
Urbana, IL 61801

COUNTY:  
County Board Chair  
County of Champaign  
1776 E. Washington  
Urbana, IL 61802

City Engineer  
City of Urbana  
706 S. Glover Ave.  
Urbana, IL 61802

County Engineer  
County of Champaign  
1605 E. Main St.  
Urbana, IL 61802

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF URBANA

COUNTY OF CHAMPAIGN

By: *Jared Hunt*  
Mayor

By: *C. Bruce Van der*  
Chair

Date: 6/9/11

Date: 5/19/2011

Attest: *Theresa Clark*  
City Clerk

Attest: *Donny Hult*  
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: *[Signature]*  
City Attorney

By: *[Signature]*  
Its Attorney

6/6/2011  
City Council Approval Date

5/19/2011  
County Board Approval Date

## Champaign County MFT Balance

Year	MFT Allocation	Interest Income	Expenditure	Project	Balance
					\$ 6,200,000.00
2014	\$ 2,750,000.00	\$ 62,000.00	\$ 750,000.00	Maintenance	\$ 8,262,000.00
			\$ 600,000.00	Curtis Road Final	\$ 7,662,000.00
			\$ 250,000.00	Dewey Fisher ROW	\$ 7,412,000.00
			\$ 2,350,000.00	CR 11/CR20 Const.	\$ 5,062,000.00
			\$ 650,000.00	Service and Engineering	\$ 4,412,000.00
2015	\$ 2,400,000.00	\$ 44,120.00			\$ 6,856,120.00
			\$ 750,000.00	Maintenance	\$ 6,106,120.00
			\$ 3,000,000.00	Dewey/Fisher	\$ 3,106,120.00
			\$ 750,000.00	Dewey/Elliott Grading	\$ 2,356,120.00
			\$ 200,000.00	Lincoln Avenue	\$ 2,156,120.00
			\$ 350,000.00	Service and Engineering	\$ 1,806,120.00
2016	\$ 2,400,000.00	\$ 18,061.20			\$ 4,224,181.20
			\$ 750,000.00	Maintenance	\$ 3,474,181.20
			\$ 900,000.00	Lincoln Avenue	\$ 2,574,181.20
			\$ 1,750,000.00	Dewey/Elliott Roadwork	\$ 824,181.20
			\$ 380,000.00	Philo Road	\$ 444,181.20
			\$ 350,000.00	Service and Engineering	\$ 94,181.20



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

## BLRS PROCEDURE MEMORANDUM

NUMBER: PM2013-07  
SUBJECT: MOTOR FUEL TAX USAGE  
ISSUED DATE: October 15, 2013  
EFFECTIVE DATE: October 15, 2013

This memorandum supersedes Section 4-3 dated November 2012 and Section 14-1 dated November 2012 of the Bureau of Local Roads & Streets Manual.

The Department has clarified the following eligible uses of Motor Fuel Tax (MFT) funds.

**Salary & Expenses.** MFT funds may be used to pay for the County Engineer's Salary and expenses provided that the duties being performed by the County Engineer are related to functions of the County Engineer established by the Illinois Highway Code or the Department.

**Non-Dedicated Subdivision Roads Established Prior to July 23, 1959.** MFT Funds may be used to perform construction or maintenance on these roads provided the residents provide a proportional share of funding.

**Investments & Deposits.** MFT funds may be invested or deposited according to the requirements of the Public Investment Act and the Investment of Municipal Funds Act. Any loss of principal will require MFT funds to be reimbursed with other local funds.

**Joint Improvements.** MFT funds may be used by a local public agency to perform construction or maintenance on public highways not under its jurisdiction provided there is a written contract approved by the Department, or a negotiated agreement.

**Traffic Control Device Maintenance.** MFT funds may be used to purchase required software for maintenance of traffic signals.

Please contact the Bureau's Local Policy & Technology Unit at [IDOT.LocalPolicy@illinois.gov](mailto:IDOT.LocalPolicy@illinois.gov) with any questions.

*James K. Klein*

Acting Engineer of Local Roads and Streets

KB/kb

Attachments

RESOLUTION NO. 8107

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR  
TO SIGN AN INTERGOVERNMENTAL AGREEMENT  
WITH THE CITY OF URBANA  
FOR THE IMPROVEMENT OF PHILO ROAD  
AND APPROPRIATING \$550,000 FROM THE COUNTY MOTOR FUEL TAX  
FUNDS FOR THE CONSTRUCTION OF PHILO ROAD  
SECTION #11-00504-00-PV

WHEREAS, Champaign County and the City of Urbana are desirous to enter into an Intergovernmental Agreement for the construction of Philo Road south of Windsor Road to the City Limits;

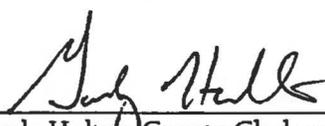
NOW, THEREFORE, BE IT RESOLVED, That the County Board of Champaign County authorizes the County Board Chair to enter into an intergovernmental agreement with the City of Urbana for the improvement of Philo Road, and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Five Hundred and Fifty Thousand Dollars and No Cents (\$550,000) from the County's Motor Fuel Tax Fund for the construction costs of this road, 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, Paris, Illinois.

PRESENTED, ADOPTED, APPROVED AND RECORDED This 24<sup>th</sup> day of May, A.D. 2012.

  
\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST:   
\_\_\_\_\_  
Gordy Hulthen, County Clerk and  
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue  
County Engineer



Exhibit A

Public Works Department  
706 S. Glover  
Urbana, Illinois 61801  
(217) 384-2377  
FAX (217) 384-2400

April 17, 1996

Mr. Terry Gardner  
Champaign County Engineer  
1905 East Main  
Urbana, Illinois 61801

RE: City/County Fringe Road Agreement

Dear Terry:

I am pleased to inform you that the Urbana City Council at its April 15, 1996, meeting passed an ordinance recommending the Mayor sign the City/County Fringe Road Agreement. Since the Champaign County Board has passed the agreement also, you can begin the procedure for transferring Windsor Road to the City of Urbana as outlined in the agreement.

In order to further clarify the City and County understanding of "share all local public costs" for the Philo Road agreement, it is understood that the City and County would share on a 50/50 basis any local improvement costs for that roadway. Confirming this understanding, please sign at the bottom of this letter and return one copy for our files.

The City of Urbana appreciates the fine cooperation in arriving at such an agreement.

Sincerely,

*Bill*

William R. Gray, P.E.  
Public Works Director

WRG:klf(G98)

cc: Tod Satterthwaite, Mayor  
Bruce Walden, Chief Administrative Officer

AGREED BY:

*Terry Gardner*  
\_\_\_\_\_  
Champaign County Engineer

RECEIVED  
MAY 2 1996  
URBANA PUBLIC WORKS  
URBANA, ILLINOIS

*May 4, 1996*  
\_\_\_\_\_  
Date



ORDINANCE NO. 9596-102

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF URBANA  
AND THE COUNTY OF CHAMPAIGN CONCERNING THE JURISDICTIONAL  
TRANSFER AND MAINTENANCE OF CERTAIN ROADS AND OTHER MATTERS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA,  
ILLINOIS, as follows:

Section 1. That an Intergovernmental Agreement Between the City of Urbana and the County of Champaign in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 15<sup>th</sup> day of April, 1996.

AYES: Hayes, Kearns, Pollock, Ryan, Taylor, Whelan

NAYS:

ABSTAINED:

Phyllis D. Clark by  
Phyllis D. Clark, City Clerk

Robert J. Roberts, Deputy Clerk

APPROVED by the Mayor this 15<sup>th</sup> day of April, 1996.

Tod Satterthwaite  
Tod Satterthwaite, Mayor

An Intergovernmental Agreement  
Between the City of Urbana and the County  
of Champaign Concerning the Jurisdictional  
Transfer and Maintenance of Certain Roads  
and Other Matters

This Agreement is entered into between the City of Urbana, Illinois ("City) and the County of Champaign, Illinois ("County"), on this 16th day of May, 1996, in consideration of the following premises and terms.

WHEREAS, Article VII Section 10 of the 1970 Constitution of the State of Illinois authorizes the City and the County to contract to perform and share services in any manner not prohibited by law; and

WHEREAS, 65 ILCS 5/11-91.2-1 and 605 ILCS 5/5-102, 5-105, 5-408, 5-410, 5-410.1, 7-101 and 9-101, all provide statutory authority for the City and the County to enter into this cooperative agreement with respect to the jurisdiction and maintenance of road and streets; and

WHEREAS, the responsibility to provide for a highway transportation system rests with the City, the County and the State; and

WHEREAS, the City recognizes its responsibility to maintain the infrastructure in the territory which it annexes;

WHEREAS, the City and County desire to perform this function as efficiently and effectively as possible, thereby reducing costs to taxpayers.

NOW, THEREFORE, it is agreed by the City and County as follows:

Section 1. Definitions.

- (a) "*Jurisdiction*" means the authority and responsibility to administer, control, construct, maintain and operate all elements of the area within the right-of-way of a highway.
- (b) "*Maintenance*" means the performance of all activities necessary to keep a highway in serviceable condition for vehicular traffic.
- (c) "*Right of way*" or "*ROW*" means the land or interest therein acquired for or devoted to a highway.
- (d) "*Highway*" means any public way for vehicular travel. The term "highway" includes rights-of-way, curbs, sidewalks, bikeways, bridges, drainage structures, signs, guard rails, protective structures and all other structures and appurtenances necessary or convenient for vehicular or pedestrian traffic. A highway in a rural area may be called a "road" while a highway in a municipal area may be called a "street".

**Section 2. Jurisdictional Transfer, Maintenance and Work; Payments.**

- (a) The City and the County agree to take all necessary steps to perform those activities set forth in Exhibit A hereto, which is incorporated herein by reference.
- (b) When any payment is required by this Agreement, payments shall be made by the non-lead party within thirty-five (35) days after the legal party sends a detailed invoice to the other party. The invoice shall be sent only after the final inspection and acceptance of the work by the lead party on the project.

**Section 3. Further Actions.**

- (a) The City and the County hereby agree to take any official action necessary to accomplish any of the undertakings set forth in Section 2 hereof, including the passage of legally sufficient resolutions or ordinances, appropriation of money, the execution of any and all documents necessary to evidence jurisdictional transfers and any and all other undertakings set forth in this Agreement. The Chair of the County Board, the County Engineer and the Mayor of the City are hereby authorized by the approval of this Agreement by the respective governing bodies of the County and the City, to execute any such documents necessary to carry out the terms of this Agreement.

**Section 4. IDOT Approval.** As provided by statute the City and the County shall submit such documentation to the Illinois Department of Transportation (IDOT) so as to secure approval by IDOT of any transfer of jurisdiction agreed to by the parties herein. Such submissions shall be generally in accordance with IDOT's "Jurisdictional Transfer Guidelines for Highway and Street Systems", dated April 1993.

**Section 5. Effective Date of Agreement.** This Agreement shall be effective on the date of the last of the County Board or City Council to approve this Agreement.

**Section 6. Effective Date of Jurisdictional Transfers.** The effective date of any jurisdictional transfer indicated in Exhibit A shall be as indicated therein.

**Section 7. Amendment.** No amendment to this Agreement shall be effective unless it is in writing and signed by the parties hereto.

**Section 8. Notices.** Notice with respect to any matter contained herein shall be sent first class and mailed to:

CITY:

COUNTY:

Mayor  
City of Urbana  
400 South Vine Street  
Urbana, Illinois 61801

County Board Chair  
County of Champaign  
204 East Elm Street  
Urbana, Illinois 61801

Director of Public Works  
City of Urbana  
706 South Glover Avenue  
Urbana, Illinois 61801

County Engineer  
County of Champaign  
1905 East Main Street  
Urbana, Illinois 61801

Section 9. Cooperation. The City and County desire to cooperate on a continuing basis with respect to highways within the City's one and one-half (1 1/2) mile planning jurisdiction. To that end, both parties, through their elected officials and staffs, shall keep each other informed of plans and issues as they arise during the course of transportation construction and planning within this area.

In Agreement, the parties sign below.

CITY OF URBANA, ILLINOIS

COUNTY OF CHAMPAIGN

By: Tod Lattalweit  
Mayor

By: John E. Schulte  
County Board Chair

ATTEST: Phyllis A. Clark by  
City Clerk  
Robert J. Roberts, Deputy Clerk

ATTEST: Dennis P. Ding  
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jack Wade  
City Attorney

Ed Fall  
State's Attorney

Date of City Council approval:

Date of County Board Approval:

Date: April 15, 1996

Date: April 16, 1996

[Exhibit A - Page 3]

- 1.) Highway Name: Philo Road
- 2.) Highway Termini: From the south right-of-way line of Windsor Road to a point 500 feet south of the south right-of-way line of Trails Drive.
- 3.) Right-of-way length (in feet and to nearest hundredth of mile): 2550 feet (.48 mile)
- 4.) Right-of-way width (in feet): 80 feet
- 5.) Highway structures or equipment included in transfer: All drainage, roadway and signage.
- 6.) Transferer Jurisdiction: Urbana Township or by City Annexation
- 7.) Transferee Jurisdiction: City of Urbana
- 8.) Condition to acceptance of transfer: Passage of a jurisdictional transfer document by the Urbana Road Commissioner to the City.
- 9.) Effective Date of Transfer: Per IDOT approval.
- 10.) Other Agreements: Improvements shall occur when the City Engineer and County Engineer agree that such improvements are warranted to meet development needs, road capacity, safety, or MUTCD warrants for traffic signs or signals. The City shall be the lead party with respect to projects on this highway. The City and County shall share all local public costs (including but limited to engineering, right-of-way acquisition and construction) of improvement to the highway. It is recognized that a mutually agreeable financing plan will need to be developed which recognizes the timing needs for the work and the funding limitations of each agency.

WRG:kif(12/95)  
(EXHIBIT.OLY)

WINTER WEATHER COSTS  
December 1, 2013 – JANUARY 21, 2014

FULL TIME EMPLOYEES OVERTIME HOURS – 889.75

TEMPORARY EMPLOYEES OVERTIME HOURS – 398.75

TEMPORARY EMPLOYEES STRAIGHT HOURS – 397.25

**TOTAL HOURS FOR SNOW REMOVAL – 1,685.75**

FULL TIME EMPLOYEES OVERTIME PAY - \$26,334.28

TEMPORARY EMPLOYEES OVERTIME PAY - \$12,462.75

TEMPORARY EMPLOYEES STRAIGHT PAY - \$7,150.50 (24% of Budget)

**TOTAL OVERTIME PAY - \$38,797.03 (78% of Budget)**

**TOTAL WAGES PAID FOR SNOW REMOVAL - \$45,947.53**

**FUEL COSTS - \$46,922.08 (26% of Budget)**

**SALT USAGE – 1,956 TON**

We have ordered 1200 Ton of Salt and have received all but 345 Tons plus 200 Tons being stored at the City of Champaign. This will give us a total of **600 tons**.