



**CHAMPAIGN COUNTY BOARD  
HIGHWAY & TRANSPORTATION COMMITTEE**  
**County of Champaign, Urbana, Illinois**  
**Friday – January 8, 2016 – 9:00 a.m.**

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Highway Building Conference Room  
1605 East Main Street, Urbana

**Committee Members:**

Lorraine Cowart – Chair  
Lloyd Carter – Vice-Chair  
Christopher Alix  
Shana Harrison

John Jay  
Jim McGuire  
Diane Michaels  
Max Mitchell

**AGENDA**

**Page #**

I.	Call to Order	
II.	Roll Call	
III.	Approval of Agenda/Addenda	
IV.	Approval of Minutes – November 6, 2015	1
V.	Public Participation	
VI.	Communications	
VII.	County & Township Motor Fuel Tax Claims - November & December 2015	4
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IX.	Township Aggregate Award Resolution (to be distributed at meeting)	
X.	Resolution Appropriating funds for Lincoln Avenue	9
XI.	MFT Appropriation Discussion	
XII.	Tuskegee Airmen Signs	
XIII.	Approval of truck purchases for 2016	
XIV.	Other Business	
XV.	Chair's Report	
XVI.	Designation of Items to be Placed on the Consent Agenda	
XVII.	Adjournment	

*Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled event.*



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

**MINUTES – SUBJECT TO REVIEW AND APPROVAL**

**DATE:** Friday, November 6, 2015  
**TIME:** 9:00 a.m.  
**PLACE:** Highway Building Conference Room  
1605 East Main, Urbana, IL

**Committee Members**

<b>Present</b>	<b>Absent</b>
Lorraine Cowart (Chair)	
	Lloyd Carter (Vice Chair)
	Christopher Alix
	Shana Harrison
John Jay	
Jim McGuire	
Diane Michaels	
Max Mitchell	

**County Staff:** Jeff Blue (County Engineer), Deb Busey (County Administrator), Linda Lane (Recording Secretary)

**Others Present:** Patti Petrie (County Board Chair)

**MINUTES**

**I. Call to Order**

Committee Chair Cowart called the meeting to order at 9:05 a.m.

**II. Roll Call**

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

**III. Approval of Agenda/Addendum**

**MOTION** by Mr. Mitchell to approve the agenda; seconded by Ms. Michaels. Upon vote, the **MOTION CARRIED unanimously.**

**IV. Approval of Minutes October 2, 2015**

**MOTION** by Mr. Mitchell to approve the minutes of the October 2, 2015 meeting; seconded by Mr. Jay. Upon vote, the **MOTION CARRIED unanimously.**

**V. Public Participation**

None

**VI. Communications**

None

**VII. County & Township Motor Fuel Tax Claims – October 2015**

**MOTION** by Mr. Jay to receive and place on file the County and Township Motor Fuel Tax Claims for October 2015; seconded by Mr. Mitchell. Upon vote, the **MOTION CARRIED unanimously.**

38

39 **VIII. Resolution Appropriating County Motor Fuel Tax Funds for the salary and estimated expenses of the**  
40 **County Engineer for the period from December 1, 2015 thru November 30, 2016**

41 Mr. Blue began by providing a handout from the attorney for the Illinois Association of County Engineers  
42 regarding the legality of holding MFT funds. He said the attorney's opinion is that the funds are part of an  
43 annual appropriation, and without a budget, there will be no appropriations. He stated that the County  
44 Engineers Association is going to push legislation to move MFT into a continuing appropriation line when  
45 the budget is passed. He said there is nothing they can do legally to force them to pay. Mr. Blue referred  
46 to a News Gazette article that said MFT payments are \$181 million behind to local agencies. He said IDOT  
47 is in a similar state where they are buying gas, oil, salt, etc. using credit cards. He commented that the  
48 Deputy Director of Transportation said they are waiting for the day the WEX cards are denied, because  
49 WEX payments haven't been made since June. Mr. Blue noted that Champaign County still has \$3.7 million  
50 in MFT, with \$2.3 million already obligated, of which Dewey-Fisher is part of the obligation, even though  
51 a bill from the State hasn't been received. He felt that after winter they won't be able to do anything and  
52 have told the townships they won't be able to either.

53 Mr. Blue stated this is the annual resolution for the salary of the County Engineer's salary that transfers  
54 50% of the county engineer's salary from the federal funds into County MFT. Ms. Petrie commented that  
55 she is hearing that action on the budget may happen in January and wanted to know if we were all right  
56 until then. Mr. Blue replied yes, but if it goes to June, they are in trouble. Ms. Michaels felt that because  
57 of the resolution and letter we will be all right, but that they are also banking on money to come in for  
58 the offset. She asked if federal will be status quo in regards to receiving. Mr. Blue said yes.

59 He noted that the State said the County and Townships should put their maintenance programs together  
60 so they will be on file if the money becomes available. Mr. Blue said they followed normal procedures,  
61 but won't do any projects until the money is available.

62 **MOTION** by Mr. McGuire to approve; seconded by Ms. Michaels. Upon vote, the **MOTION CARRIED**  
63 **unanimously.**

64 **IX. Resolution Appropriating County Motor Fuel Tax Funds for County Roads Maintenance for the period**  
65 **from January 1, 2016 thru December 31, 2016. Section #16-00000-00-GM**

66 Mr. Blue explained that this is the resolution for the annual maintenance appropriations and covers a list  
67 of normal maintenance costs. He said the appropriation needed for 2016 maintenance for MFT is  
68 \$747,300, but explained that they won't do anything until the money becomes available.

69 Ms. Michaels asked if the amount was the same as last year. Mr. Blue replied its close. He noted that they  
70 might go over due to salt and may have to send a revised estimate to IDOT. He said they are working as  
71 they normally would but that they are not planning any major road construction projects. Mr. Blue  
72 commented that there will be a lot of construction projects next year even without MFT due to the I-74  
73 overlay and MCORE. He felt the major contractors would be fine, but the seal coat companies may suffer.

74 **MOTION** by Ms. Michaels to approve; seconded by Mr. Mitchell. Upon vote, the **MOTION CARRIED**  
75 **unanimously.**

76 **X. Petition and Resolution for Raymond Township, Section #15-21024-00-BR**

77 Mr. Blue stated that this resolution is to replace three round pipes with a box culvert. He said Highway  
78 will purchase the culvert and Raymond Township will put it in. He said this is a 50/50 cost-share project  
79 with an estimated cost of \$18,000 for total replacement.

80 **MOTION** by Mr. Jay to approve; seconded by Mr. Mitchell. Upon vote, the **MOTION CARRIED**  
81 **unanimously.**

82

83

84 **XI. Olympian Drive Update**  
85 Mr. Blue said the deck on the bridge has been poured and the road will be open before the snow. He  
86 noted the total project will not be completed this year unless there is great weather in December and  
87 January. He said there is still a lot of asphalt work to do along the shoulders and concrete work to tie the  
88 roadway and bridge together.

89 **XII. Dewey Fisher Road Update**  
90 Mr. Blue noted that this project is 99% complete and open to traffic. He said they had an issue with the  
91 subcontractor for the guardrails, but that a secondary subcontractor will replace them in December. He  
92 stated that there is still some punch list work to be done. Mr. Blue said the widened shoulders should help  
93 with farm traffic while the rumble strips should keep people between the lines. Mr. Blue said they have  
94 not yet received a bill from IDOT for this project.

95 Ms. Cowart asked about the condition of our bridges. Mr. Blue replied that new bridges are inspected  
96 every four years, bridges that are 10 years old are done every two years, and older ones near the end of  
97 their useful life are inspected every year. He said there are less than five bridges that are on one-year  
98 inspections, and said there is one bridge in the County that is posted at 15 tons. He noted that they have  
99 applied for funds for this bridge, but explained that major bridge fund applications take five years. He felt  
100 this would probably be about a \$1.5 million project to replace the bridge. Mr. Blue said there is a bridge  
101 with a lot of corrosion that is under contract with an engineer for the design work. He said that the County  
102 bridges are in good shape and most of the township bridges are as well. He stated some are too narrow  
103 to accommodate current agricultural traffic, but are structurally sufficient. He said that some language in  
104 the Federal Transportation Bill giving states the authority to allows 91,000-pound vehicles, but he didn't  
105 know how many of the County bridges could handle that. He said that all of the County bridges could  
106 handle the current 80,000 pounds.

107 Mr. McGuire asked if they could restrict those vehicles to certain roads in the county. Mr. Blue said they  
108 can post roadways but don't know how they can enforce it. He said that most people will pay attention  
109 to bridge postings, but no so much to road postings. Ms. Michaels felt that we have been very diligent  
110 keeping our roads up to date. Mr. Blue commented that we are lucky to have the tax base we do that  
111 many other counties don't have. He said the County Bridge, the County Highway Department, and the  
112 County Highway fund receive an appropriate share of the growth in the taxes, but said that could come  
113 to an end for a couple years. Ms. Busey said it will come to an end if legislation is passed, depending on  
114 how it's structured.

115 **XIII. Other Business**  
116 Mr. Jay commented that the building appraisal said the salt dome needs to be replaced and asked if Mr.  
117 Blue was aware of this. Mr. Blue replied no. He said the roof had recently been replaced. Ms. Busey said  
118 she didn't know if it needed to be torn down but that there is a lot of corrosion. She said the roof was  
119 cited, but thought it's' what's under the roof that's the problem. She said the salt dome does have a  
120 deferred maintenance budget line. Mr. Blue explained that it will need maintenance over the years and  
121 once the bond is paid off next year, they plan to use that money for maintenance of the highway facilities.  
122 Mr. Jay asked if that will be enough money. Ms. Busey answered not according to the report.

123 **XIV. Chair's Report**  
124 None

125 **XV. Designation of Items to be placed on consent agenda**  
126 Ms. Cowart stated that items VIII, IX, and X are to be placed on the consent agenda

127 **XVI. Adjournment**  
128 There being no further business, Ms. Cowart adjourned the meeting at 9:37 am.

129  
130 *\*\*Please note the minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.*

# CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE  
COUNTY ENGINEER

1605 E. MAIN STREET

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

URBANA, ILLINOIS 61802

January 8, 2016

## COUNTY MOTOR FUEL TAX CLAIMS FOR NOVEMBER

Req No.	Payee	Description	Amount
81	Vulcan	Misc Signs	1,362.10
82	Compass Mineral	1901.40 tons deicing salt	155,743.69
83	Compass Mineral	1409.92 tons deicing salt	115,486.55
84	Open Road Asphalt	8.07 tons cold mix	968.40
85	Varsity Striping	various striping of roads	1,914.36
86	State of Illinois	CH 1 County Portion	662,053.04
87	Open Road Asphalt	5.14 tons Cold Mix	616.80
88	Sherwin Industries	13500 Road Saver	9,268.75
89	Compass Mineral	1570.45 tons deicing salt	14,780.67
90	Champaign County Treasurer	Equipment Rental October	6,700.20
			<hr/> <b>\$ 968,894.56</b> <hr/>

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JEFF BLUE  
COUNTY ENGINEER

1605 E. MAIN STREET

(217) 384-3800

URBANA, ILLINOIS 61802

FAX (217) 328-5148

January 8, 2016

## COUNTY MOTOR FUEL TAX CLAIMS FOR DECEMBER

Req No.	Payee	Description	Amount
91	Jeff Blue	Reimburse registration workshop	20.00
92	City of Urbana	Engineering fees Lincoln Ave #11-00334-01-EG	4,288.87
93	Champaign County Treas. 83	Engineering as allotted IDOT MFT #12-00432-00-RS	50,000.00
94	City of Urbana	Engineering fees Lincoln Ave #11-00334-01-EG	131.32
95	Lehigh Hanson	52.92 tons CA/6-10 @ 10.40 a ton	550.37
			<hr/> <b>\$ 54,990.56</b> <hr/>

## TOWSHIP MOTOR FUEL TAX CLAIMS FOR DECEMBER

Req No.	Payee	Description	Amount
92	Illiana Construction	Somer Twp 34693.61gal HFE-90, Rock spread	82,024.82
93	Champaign Co Tres. FUND 83	Engineering Fees for 28 Townships 2015	103,808.36
			<hr/> <b>\$185,833.18</b> <hr/>

**Champaign County Highway Department  
January 8, 2016  
Final Bridge Report**

**CH 11 #13-00996-00-BR**

Award Price: \$650,898.00  
Contractor: O'Neil Bros.  
Completed Price: \$640,036.70

**Construction:**

County Bridge \$640,036.70  
\$640,036.70

**Engineering (Design)**

County Bridge \$22,454.17  
\$22,454.17

**CH 11 #10-00963-00-BR**

Award Price: \$762,592.03  
Contractor: Otto Baum  
Completed Price: \$745,928.47

**Construction:**

County Bridge \$149,185.69  
State of IL \$596,742.78  
\$745,928.47

**Engineering (Design)**

County Bridge \$41,489.00  
County MFT \$39,924.50  
\$81,413.50

**Brown #14-02008-00-BR**

Award Price: \$249,034.60  
Contractor: Newell Construction  
Completed Price: \$259,476.85

**Construction:**

Township Bridge \$207,581.49  
County Bridge \$25,947.68  
Brown Township \$25,947.68  
\$259,476.85

**Engineering (Design & Construction)**

County Bridge \$25,048.11  
\$25,048.11

**Compromise #13-06002-00-BR**

Award Price: \$223,997.90  
Contractor: Stark Excavating  
Completed Price: \$220,975.90

**Construction:**

Township Bridge \$176,780.72  
County Bridge \$22,097.59  
Compromise Township \$22,097.59  
\$220,975.90

**Engineering (Construction)**

County Bridge \$12,803.35  
Compromise Township \$18,327.75  
\$31,131.10

**Hensley #14-12014-00-BR**

Award Price: \$48,048.00  
Contractor: Otto Baum Company  
Completed Price: \$47,265.20

**Construction:**

County Bridge \$47,265.20  
\$47,265.20

**Tolono #13-29998-00-BR**

Award Price: \$254,255.70  
Contractor: Newell Construction  
Completed Price: \$262,137.48

**Construction:**

Township Bridge \$209,710.00  
County Bridge \$26,213.74  
Tolono Township \$26,213.74  
\$262,137.48

**Engineering (Design & Construction)**

County Bridge \$13,191.51  
Tolono Township \$19,744.95  
\$32,936.46

**Village of Tolono #15-29018-00-BR**

Award Price: \$159,620.90  
Contractor: Feutz Contractors  
Completed Price: \$159,810.32

**Construction:**

County Bridge \$79,905.16  
Village of Tolono \$79,905.16  
\$159,810.32

**Engineering (Design & Construction)**

County Bridge  
Village of Tolono \$3,995.26  
\$3,995.26

**Champaign County Highway Department**  
**January 8, 2016**  
**Final Report-Variou s Culvert Repairs/Replacements (Construction Only)**

**Compromise #14-06015-00-BR**

Cancelled/Not completed

**Compromise #15-06021-00-BR**

County Bridge	\$2,600.00
Compromise Township	<u>\$2,600.00</u>
	\$5,200.00

**Condit #15-07020-00-BR**

County Bridge	\$5,100.00
Condit Township	<u>\$5,100.00</u>
	\$10,200.00

**Crittenden #14-08012-00-BR**

County Bridge	\$9,842.80
Crittident Township	<u>\$9,842.80</u>
	\$19,685.60

**East Bend #14-10004-00-BR**

County Bridge	\$12,006.00
East Bend Township	<u>\$12,006.00</u>
	\$24,012.00

**Hensley #15-12017-00-BR**

County Bridge	\$4,000.00
Hensley Township	<u>\$4,000.00</u>
	\$8,000.00

**Hensley/Somer #14-12009-00-BR**

County Bridge	\$7,696.00
Hensley Township	\$3,848.00
Somer Township	<u>\$3,848.00</u>
	\$15,392.00

**Kerr #13-13003-00-BR**

County Bridge	\$4,330.96
Kerr Township	<u>\$4,330.96</u>
	\$8,661.92

**Ludlow #14-14011-00-BR**

County Bridge	\$20,720.00
Ludlow Township	<u>\$20,720.00</u>
	\$41,440.00

**Newcomb #14-16010-00-BR**

County Bridge	\$10,194.20
Newcomb Township	<u>\$10,194.20</u>
	\$20,388.40

**Newcomb #13-16999-00-BR**

County Bridge	\$4,498.00
Newcomb Township	<u>\$4,498.00</u>
	\$8,996.00

**Newcomb #13-16000-00-BR**

County Bridge	\$7,273.00
Newcomb Township	<u>\$7,273.00</u>
	\$14,546.00

**Pesotum #14-18007-00-BR**

County Bridge	\$8,000.00
Pesotum Township	<u>\$8,000.00</u>
	\$16,000.00

**Sadorus #14-22013-00-BR**

County Bridge	\$6,660.00
Sadorus Township	<u>\$6,660.00</u>
	\$13,320.00

**Sadorus #13-22001-00-BR**

County Bridge	\$10,316.25
Sadorus Township	<u>\$10,316.25</u>
	\$20,632.50

**Somer #14-25006-00-BR**

County Bridge	\$24,072.00
Somer Township	<u>\$24,072.00</u>
	\$48,144.00

**Tolono #13-29997-00-BR**

County Bridge	\$11,816.10
Tolono Township	<u>\$11,816.10</u>
	\$23,632.20

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROPRIATING \$450,000.00 FROM  
COUNTY MOTOR FUEL TAX FUNDS FOR  
LINCOLN AVENUE  
SECTION #11-00334-01-PV

WHEREAS, Champaign County entered into an Intergovernmental Agreement on June 9, 2011 with the City of Urbana For the Design and Construction of Lincoln Avenue; and

WHEREAS, per the Intergovernmental Agreement, Champaign County agreed to a funding expenditure of up to \$1,100,000 for the engineering, utility relocation, right of way acquisition and construction of Lincoln Avenue; and

WHEREAS, Champaign County Resolution Number 9135, adopted on February 19, 2015 appropriated \$150,000 for engineering services related to the construction of Lincoln Avenue; and

WHEREAS, the Urbana City Engineer and the Champaign County Engineer have worked diligently to lower the local share of the project.

NOW, THEREFORE BE IT REOLVED, that there is hereby appropriated the sum of Four Hundred Fifty Thousand Dollars (\$450,000.00) for the engineering, utility relocation, right of way acquisition and construction of Lincoln Avenue; and

BE IT FURTHER RESOLVED, that the county Clerk is hereby directed to transmit three (3) certified copies of this resolution to Mr. Kensil Garnett, Regional Engineer, Illinois Department of Transportation, Paris, Illinois

PRESENTED, ADOPTED, APPROVED and RECORDED this 21<sup>st</sup> day of January, A.D., 2016.

\_\_\_\_\_  
Pattsi Petrie, 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 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 March 21, 2013.

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. 2016.

\_\_\_\_\_  
Clerk

SEAL

APPROVED

\_\_\_\_\_  
Date

Department of Transportation

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

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: [Signature]  
Mayor

By: [Signature]  
Chair

Date: 6/9/11

Date: 5/19/2011

Attest: [Signature]  
City Clerk

Attest: [Signature]  
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