



CHAMPAIGN COUNTY BOARD COMMITTEE AGENDA

HIGHWAY & TRANSPORTATION

Friday, April 7, 2006 – 9:00 a.m.

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

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

	<u>AGENDA ITEM</u>	<u>PAGE NO.</u>
1.	<u>Call to Order</u>	
2.	<u>Approval of Agenda/Addendum</u>	
3.	<u>Approval of Minutes</u> – March 10, 2006	1-4
4.	<u>Public Participation</u>	
5.	<u>Monthly Reports</u>	
	A. County & Township Motor Fuel Tax Claims – March 2006	5-6
6.	<u>County Engineer</u>	
	A. Resolution appropriating additional \$1,283.84 from County Motor Fuel Tax Fund for County Highway 11 – Section #98-00338-01-RS.	7
	B. Resolution appropriating additional \$9,977.25 from County Motor Fuel Tax Funds for County Highways 50 & 54 – Section #03-00391-00-SS.	8
	C. Resolution awarding of contract for 2006 Pavement Striping (Letting to be held on March 31 st)	
	D. Resolution awarding of contract for 2006 Bituminous Materials. (Letting to be held on March 31 st)	
	E. Resolution awarding of contract for CH.9 – Section #06-00402-00-RS. (Letting to be held on April 6 th)	
	F. Staley/Rising Corridor Study	
	G. Windsor Road Engineering Agreement	
7.	<u>Other Business</u>	
8.	<u>Determination of Consent Agenda Items</u>	
9.	<u>Adjournment</u>	

CHAMPAIGN COUNTY BOARD COMMITTEE MINUTES

Highway & Transportation

Friday, March 10, 2006 – 9:00 a.m.

Lyle Shields Meeting Room, Brookens Administrative Center

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

MEMBERS ABSENT: Cowart

OTHERS PRESENT: Jeff Blue, Debby Wagner, Barb Wysocki,
Chris Doenitz

CALL TO ORDER

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

APPROVAL OF AGENDA/ADDENDUM

MOTION by Weibel to approve the agenda; seconded by O'Connor. There was no addendum for the meeting. Motion carried.

APPROVAL OF MINUTES - February 10, 2006

MOTION by Weibel to approve the minutes of February 10, 2006 as presented; seconded by Carter. Motion carried.

PUBLIC PARTICIPATION

There was no public participation.

MONTHLY REPORTS

County & Township Motor Fuel Tax Claims – February 2006

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

COUNTY ENGINEER

State's Attorney opinion on funding uses

Mr. Blue explained that Chair Wysocki had asked Steve Ziegler, of the State's Attorney's office, to write a formal opinion on the use of our MFT, Highway and Bridge funds. He received the opinion, which he included in the agenda, explaining that he didn't see anything in the letter that he disagreed with. It basically confirmed what they have always thought to be true, that the highway fund is to be used on the county highway system. There are some specific things you can use it for on township and road district highways but there is nothing in the provision that allows its use on municipal streets.

County Engineer cont.

The opinion states that all money derived from the highway tax shall be placed in a separate fund to be known as the county highway fund and shall be used for no other purposes. He stated there has never been a lot of controversy over the bridge fund and the opinion confirmed that it may be used for township and county bridges for their construction and investigation. They have known that the motor fuel tax fund can be used for municipal streets as long as they are federal aid urban highways and they are federally eligible transportation projects, he explained that we have used our MFT on urban and fringe road project through CUUATS. He explained that we have always talked about the uses of this money, but with this opinion, we now have it in writing so we can provide it to anyone.

Mr. Langenheim stated he feels it would be beneficial to send this information to other entities. Mr. Weibel stated he agrees and asked what our MFT intake is, per year. Mr. Blue responded that our estimate for this year is 2.8 million although it is based on how much motor fuel is sold. Ms. Feinen stated she feels that sending this information to other entities would be stirring the pot because things have calmed down a bit.

Ms. Gross arrived at 9:10 a.m.

Mr. Blue explained that a widespread distribution, to all public entities in Champaign County, would be appropriate. He stated we would explain that, due to conversations about the use of highway funds, we asked the State's Attorney to write an opinion and it is provided for their use and knowledge. He feels it needs to be sent to everyone and not just the cities.

Committee consensus to forward the State's Attorney's opinion on funding uses to all public entities in Champaign County.

Intergovernmental Agreement for Curtis Road

Mr. Blue reminded the committee that at the last meeting they discussed a letter received from the city of Champaign which stated their desire to have a new updated intergovernmental agreement for the Curtis road, phase 2, project. The committee discussed the fact that we are in the beginning stages of our pavement study but came to the conclusion that the Curtis road project does need to begin. The city had sent, to the committee, a contract with Clark Dietz for engineering services which he, along with Ms. McGrath, reviewed. He has provided the committee with the final version of conclusions we have come to with the cities and Savoy which lays out an agreement for the engineering services for phase 2. He explained the city understands we want to wait until our pavement management study is complete before we make any larger commitments to the construction of phase 2 and a time commitment as far as those dollars go. He explained that phase 2 is from Wynstone to Wesley, Phase 1 has been awarded and will start on March 20th and we should see that completed by May 2007.

County Engineer cont.

The money for the construction for phase 2 is in the high priority project funds and these are the fees to do the engineering and design for phase 2. The estimate for outside engineering and land acquisition documents is \$875,000 which includes a contingency of 5.3% and leads him to believe that the estimate is a pretty good number. The document states the county shall reimburse the city for 50% of the actual engineering and project management costs with our portion estimated at \$462,500. He explained he had them include information stating the city will provide reasonable documentation to the County to allow us to pay for this out of county motor fuel tax funds. They have started the survey work for phase 2 and this would give them the authority to move ahead with the design. In reference to our million dollar cap, he reminded the committee that we budgeted 1.7 million for phase 1 of Curtis road and this would be an additional \$462,500. He feels this is a reasonable amendment to the intergovernmental agreement.

MOTION by Langenheim to recommend County Board approval of Amendment #1 to an Intergovernmental Agreement for the construction of Curtis Road between the city of Champaign, Village of Savoy and County of Champaign; seconded by Carter. Motion carried.

Staley Road Corridor Study

Mr. Blue explained he should have, at the next meeting, an agreement for what will be the Staley rising corridor study. A grant was applied for in 2003, between the cities and the county as well as Hensley Township, for a corridor study to determine how we should handle the growth in south western Champaign. The County Engineer, in 2003, wrote a letter to the Illinois Department of Transportation supporting the plan stating he believed the County Board would agree and would be willing to commit matching funds, around \$5,000.

When asked how far south the study goes, Mr. Blue stated they are working on the scope but he believes it will go all the way to Monticello Road. Mr. Jay asked why there is only one township involved. Mr. Blue explained that was the original agreement when they applied for the grant. Mr. Doenitz explained that Hensley Township is north of route 10 by 3 or 4 miles. Mr. Blue stated the study areas is 9 miles from Hensley road to old Church road, 2.5 miles wide from Baker Street to Interstate 57 and will include the new interchange. He stated he believes CUUATS staff would be the people the city would contract with to do this corridor study.

Windsor Road Intergovernmental Agreement

Mr. Blue explained that the public works director from the city of Urbana sent him an intergovernmental agreement, between the city and county, for the Windsor Road project between Philo and Rt. 130.

County Engineer cont.

The agreement is all inclusive, and based on the opinion that came out of this committee at the last meeting, he responded to the director stating we would rather see a minor agreement for the engineering services on Windsor at this time and that we didn't feel we were in the position to make long term commitments for funding of construction of that project until we have some other things in place. He stated he assumes he will bring back an agreement with Urbana at the next meeting, agreeing to the engineering services, which would be almost 100% with the city of Urbana because they have hired an engineer who will be in charge of the project. They will be doing it almost entirely in house and will be seeking reimbursement of half of the costs to design that project.

Mr. Jay asked if we are reimbursed for our engineering fees when we enter into these projects. Mr. Blue stated the majority of the projects we do are for townships and they do pay 50% of our engineering fees. We are to be the lead agency for phase 3 of the Curtis road project and we will be asking for 50% of the engineering costs for that project.

Mr. Blue informed the committee that Ms. Cowart's mother passed away earlier this week and the funeral is tomorrow. Mr. Jay stated, on the committee's behalf, he took the liberty of sending an arrangement to Ms. Cowart.

Other Business

There was no other business.

Determination of consent agenda items

Committee consensus to include item 6 B on the County Board consent agenda.

Adjournment

Vice-Chair Jay declared the meeting adjourned at 9:28 a.m.

Respectfully Submitted,

Tiffany Talbott
Administrative Secretary

CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE
COUNTY ENGINEER

1776 E. WASHINGTON

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

URBANA, ILLINOIS 61802

April 7, 2006

COUNTY MOTOR FUEL TAX CLAIMS FOR MARCH

Req No.	Payee	Description	Amount
18	Champaign Asphalt Company	13.65 T. Cold Mix	464.10
19	Varsity Striping	Pay Est. #5 & Final - Pavement Striping Section #05-00000-01-GM	7,274.44
20	Champaign County Regional Planning Commission	CUUATS Fees - 7/1/06-6/30/07 Section #06-00000-00-ES	18,698.00
21	Material Service Corporation	73.79 T. CA-6/10	505.46
22	Illinois Association of County Engineers	Registration - Spring Meeting - Mt. Vernon, IL 4/26-4/28/06	30.00
			\$26,972.00

TOWNSHIP MOTOR FUEL TAX CLAIMS FOR MARCH

Req No.	Payee	Description	Amount
56	East Bend Road District	E. Bend Equipment Rental	8,000.00
57	Material Service Corporation	Ogden- 1,582.79 TN CM-16	13,295.36
58	Osterbur Logistics Inc	Ogden- 64.36 TN CM-16, hauled	138.37
59	Material Service Corporation	Sidney- 2,081.22 TN CM-16	17,482.28
60	Osterbur Logistics Inc	Ogden- 21.99 TN CM-16, hauled	37.16
61	Tuscola Stone Company	Pesotum- 599.12 TN CA-6	3,864.33
62	Champaign County Treasurer	05-00000-00-GM /Engineering Fees	91,169.07
63	Tuscola Stone Company	Tolono- 704.7 TN CA-15 - 407.59 TN CA-11	9,234.13
64	Ron Smith Trucking	Tolono- 1,006.38 TN CA-15 , hauled	2,173.79
65	Ron Smith Trucking	Pesotum- 599.12 TN CA-6, hauled	784.86
66	Tuscola Stone Company	E. Bend- 221.0 TN CA-15	1,911.64
67	Summers Trucking	E. Bend- 221.0 TN CA-15, hauled	1,211.08
68	Material Service Corporation	Condit- 600.33 TN CA-15	5,222.89
69	Summers Trucking	Condit- 504.09 TN CA-15, hauled	2,389.39
70	Vulcan Materials	Somer- 510.0 TN CA-6, RAP	4,335.05
71	Summers Trucking	Somer- 510.0 TN CA-6, RAP, hauled	561.00
72	Ron Smith Trucking	Newcomb- 489.53 TN CA-11 F&D	5,962.49
73	Tuscola Stone Company	Colfax- 452.88 TN CA-15	3,917.40
74	Material Service Corporation	S. Homer- 1,602.36 TN CM-16 - 387.55 TN CM-14	16,831.57

75	Osterbur Logistics Inc	S. Homer- 823.35 TN CM-16, hauled - 294.74 TN CM-14, hauled	1,453.52
76	Material Service Corporation	Compromise- 197.51 TN CM-16	1,659.08
77	Osterbur Logistics Inc	Compromise- 153.64 TN CM-16, hauled	530.06
78	Material Service Corporation	Stanton- 1,839.86 TN CM-16	15,454.81
79	Osterbur Logistics Inc	Stanton- 1,794.95 TN CM-16, hauled	4,810.51
80	Material Service Corporation	Ayers- 950 TN CM-16	7,980.01
81	Ron Smith Trucking	Newcomb- 1,909.68 TN CA-11 F&D	23,259.98
82	Weber Trucking Inc	Rantoul- 3,421.07 TN CA-16 F&D	41,566.00
83	Vulcan Materials	Champaign- 1,115.61 TN CM-16	12,550.64
84	Tuscola Stone Company	Tolono- 598.79 TN CA-11	4,610.67

\$302,397.14

RESOLUTION NO. _____

RESOLUTION APPROPRIATING AN ADDITIONAL \$1,283.84 FROM
COUNTY MOTOR FUEL TAX FUNDS FOR
COUNTY HIGHWAY 11 (THOMASBORO ROAD)
SECTION #98-00338-01-RS

WHEREAS, the Champaign County Board has adopted Resolution No. 4621 appropriating the total sum of \$152,000.00, for the improvement of County Highway 11 (Thomasboro Road) east of County Highway 1 and west of the Illinois Central Railroad, and

WHEREAS, it is necessary that an additional appropriation of One Thousand Two Hundred Eighty-three Dollars and Eighty-four Cents (\$1,283.84) is required for the remaining engineering.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of One Thousand Two Hundred Eighty-three Dollars and Eighty-four Cents (\$1,283.84) from County Motor Fuel Tax Funds for this project, and

BE IT FURTHER RESOLVED, that the County Clerk be and he 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 20th day of April A.D., 2006.

Barbara Wysocki, Chair
County Board of the County of
Champaign, Illinois

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

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO. _____

RESOLUTION APPROPRIATING AN ADDITIONAL \$9,977.25 FROM
COUNTY MOTOR FUEL TAX FUNDS
FOR DRAINAGE IMPROVEMENTS
TO COUNTY HIGHWAYS 50 & 54
SECTION #03-00391-00-SS

WHEREAS, the Champaign County Board has adopted Resolution No. 4674 appropriating the total sum of \$42,000.00, for the improvement of the existing pavements which consist of the installation of storm sewers and appurtenances on County Highways 50 & 54, and

WHEREAS, it is necessary that an additional appropriation of Nine Thousand Nine Hundred Seventy-seven Dollars and Twenty-five Cents (\$9,977.25) is required for the remaining construction and engineering for this project.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Nine Thousand Nine Hundred Seventy-seven Dollars and Twenty-five Cents (\$9,977.25) from County Motor Fuel Tax Funds for this project, and

BE IT FURTHER RESOLVED, that the County Clerk be and he 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 20th day of April A.D., 2006.

Barbara Wysocki, Chair
County Board of the County of
Champaign, Illinois

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

Prepared by: Jeff Blue
County Engineer

ATTACHMENTS GIVEN TO COMMITTEE AT MEETING

HIGHWAY & TRANSPORTATION APRIL 7, 2006

CONTENTS:

1. Resolution awarding of contract for 2006 pavement striping of various county highways – Agenda Item 6 C
2. Resolution awarding of contract for bituminous material for 2006 maintenance of various road districts in Champaign County Agenda Item 6 D
3. Resolution awarding of contract for the improvement of County highway 9 – Agenda Item 6 E
4. Intergovernmental Agreement for Rising/Staley Corridor Study – Agenda Item 6 F
5. Intergovernmental Agreement between the City of Urbana & The County of Champaign concerning the funding for Engineering services for Windsor Road – Agenda Item 6 G

RESOLUTION NO. _____

RESOLUTION AWARDING OF CONTRACT
FOR 2006 PAVEMENT STRIPING
OF VARIOUS COUNTY HIGHWAYS
SECTION #06-00000-01-GM

WHEREAS, the following low bid was received at a Public Letting held on March 31, 2006, in Urbana, Illinois, for the Pavement Striping of various County Highways:

Varsity Striping & Construction Company – Champaign, Illinois,.....\$125,604.00, and

WHEREAS, the Highway and Transportation Committee of the Champaign County has awarded the low bid as listed, subject to concurrence of the County Board.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Champaign County that it concurs in the action taken by the Committee and approves the bid to Varsity Striping & Construction Company – Champaign, Illinois, subject to concurrence of the Illinois Department of Transportation, and

BE IT FURTHER RESOLVED, that the County Clerk be and he is hereby directed to transmit three (3) certified copies of this resolution to Illinois Department of Transportation, Division of Highways, Paris Illinois, through its District Engineer.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of April A.D., 2006.

Barbara Wysocki, Chair
County Board of the County of
Champaign, Illinois

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

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO. _____

RESOLUTION AWARDING OF CONTRACT
FOR BITUMINOUS MATERIAL FOR
2006 MAINTENANCE OF VARIOUS ROAD DISTRICTS
IN CHAMPAIGN COUNTY

WHEREAS, on the attached sheet and as part of this resolution is the listing of low bid which were received at a Public Letting held on March 31, 2006 in Urbana, Illinois, for Bituminous Materials for the 2006 Maintenance of Various Road Districts In Champaign County, and

WHEREAS, the Highway and Transportation Committee of the Champaign County has awarded the low bid as listed, subject to concurrence of the County Board.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Champaign County that it concurs in the action taken by the Committee and approves the bid received on the attached "2006 Bituminous Materials Tabulation" to Emulsicoat, Inc - Urbana, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of April A.D., 2006.

Barbara Wysocki, Chair
County Board of the County of
Champaign, Illinois

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

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO. _____

RESOLUTION AWARDING OF CONTRACT
FOR THE IMPROVEMENT OF
COUNTY HIGHWAY 9
SECTION #06-00402-00-RS

WHEREAS, the following low bid was received at a Public Letting held on April 6, 2006, in Urbana, Illinois for the improvement of CH. 9 (Ludlow Road) beginning at a point approximately 5 miles East of Ludlow, Illinois at the SW Corner of Section 1, T22N, R10E Champaign County and extending along said route in an Easterly direction to a point near the SW Corner of Section 5, T22N, R14W Champaign County, a distance of approximately 3.75 Miles:

Champaign Asphalt Company – Urbana, Illinois.....\$535,499.65, and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Champaign County does hereby award the above listed bid to Champaign Asphalt Company – Urbana, Illinois, and

BE IT FURTHER RESOLVED, that the County Clerk be and he 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 20th day of April A.D., 2006.

Barbara Wysocki, Chair
County Board of the County of
Champaign, Illinois

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

Prepared by: Jeff Blue
County Engineer

**AN INTERGOVERNMENTAL AGREEMENT
FOR RISING/STALEY CORRIDOR STUDY**
(City of Champaign – County of Champaign – Hensley Township – CU-MTD -
CCRPC)

THIS AGREEMENT is made and entered by and between the City of Champaign (City), County of Champaign (County), Hensley Township (Township), Champaign-Urbana Mass Transit District (CU-MTD) and Champaign County Regional Planning Commission (CCRPC) all located in Champaign County, Illinois (hereafter collectively called the “Study Participants”) effective on the date last signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq, enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the Study Participants intend to develop recommendations for joint, multiparty, bi-lateral and individual actions for the Rising Road and Staley Road Corridor; and

WHEREAS the parties have submitted an application through the Illinois Tomorrow grant program through the Illinois Department of Transportation to receive a grant for \$180,000 to fund a study for the Rising/Staley Corridor Study; and

WHEREAS this Agreement is in the best interest of the Study Participants.

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

1. **Project Description.** The Study Participants agree to jointly conduct a study of the issues related to growth, development and transportation in the Staley Road/Rising Road Corridor Area, as described in Attachment A, with the intent of developing recommendations for joint, multiparty, bi-lateral, and individual actions.
2. **Project Title.** This project shall be formally titled the “*Rising/Staley Corridor Project*” and may be referred to as the “Staley Road/Rising Road Corridor Plan”.
3. **Grant Recipient.** The City of Champaign shall serve as the Grant Recipient for the Project. The Grant Recipient shall be responsible for submitting and monitoring the grant request for the Illinois Tomorrow grant for the Rising/Staley Corridor Project and

entering the Consultant's Agreement contemplated in Section 5 below.

4. **Contract with CCRPC.** The Study Participants agree to engage the services of the Champaign County Regional Planning Commission (hereafter CCRPC) for an amount not to exceed \$200,000 to perform work including the work described in Attachment "A".

5. **Payment.** The Study Participants agree to individually pay to the City of Champaign, an amount not to exceed the amount specified in the following schedule:

City of Champaign	\$8,500
County of Champaign	\$5,000
CCRPC	\$4,000
CU-MTD	\$2,000
Hensley Township	\$500

All payments shall be made within thirty (30) days of a written request of the City of Champaign. This payment shall be the limit of the liability of the Study Participants arising under this agreement, except as otherwise provided by written Change Order.

6. **City of Champaign Duty to Pay.** The City of Champaign shall apply the full amount of grant fund received (\$180,000) from the State of Illinois through the Illinois Tomorrow grant program to the Rising/Staley Corridor Project. The City of Champaign agrees to disburse such funds, together with its own contribution, pursuant to the consulting agreement with the CCRPC.

7. **Non-Appropriation.** Notwithstanding any other provision to the contrary, this Agreement is subject to termination and cancellation without penalty should the General Assembly of the State of Illinois or the United States Congress fail to make an appropriation to provide grant funds under the Illinois Tomorrow grant program.

8. **Compliance With Grant Requirements.** All Study Participants shall cooperate fully with the City of Champaign to ensure compliance with any and all terms and conditions of Federal or State grant(s) issued to the City of Champaign for work to be performed under this agreement.

8. **Steering Committee.**

a. **Purpose.** The Study Participants agree that a steering committee will be established for the purpose of providing overall policy guidance for the study to enable development of a plan which can be adopted or endorsed by each individual party.

b. **Composition.** The steering committee shall consist of one member from each Study Participant. A Study Participant's steering committee member shall be appointed and may be replaced at any time by the Study Participant at its sole discretion. Each Study Participants steering committee representative shall be identified in writing by the party's chief elected or chief administrative officer.

c. **Decision Making.** The steering committee shall endeavor to make decisions by consensus but in the event consensus can not be established decisions shall be made by the concurrence of four non-abstaining votes. A steering committee quorum shall consist of duly authorized representatives of no less than four of the Study Participants. A study participant may designate an alternate for the purpose of making any decisions by providing notice in writing from the regular representative in advance of the decision.

d. **Powers.** The Steering Committee shall have the following powers without further direction:

1. The authority to alter the scope of work contained in ATTACHMENT A, when the following conditions are met:
(A) at least four of the Steering Committee request the alteration, and (B) the change, individually or cumulatively with other approved changes, will not increase: i) the contribution of any party, or ii) the overall Project cost of \$200,000;

2. Decide such questions as may be required by the terms of the contract between CCRPC and the City of Champaign, and

3. Determine the final content of the master plan and any other documents.

4. Elect a Chair and Vice Chair and make such rules for the conduct of its business, so long as they do not conflict with the terms of this agreement.

e. **Duration.** The steering committee shall exist so long as this Agreement remains in effect.

9. **Information Collection.** The Study Participants agree to provide to the CCRPC, upon request and at no charge, such information currently in its possession, in whatever

forms available for purposes of completing the study, to the extent allowed by law, and to the extent doing so would not compromise a claim of privilege. The Study Participants shall have no obligation to incur costs to obtain additional information to comply with this Section. The Study Participants shall be entitled, at no additional charge, to:

- a. a copy of the completed study and a reasonable number of additional copies to be determined by the steering committee; and
- b. upon written request, copies of any of the completed Task Products stated in Attachment A, and copies of any of the deliverables to be provided to the Department of Transportation in conjunction with grant funding.

10. **Term.** This agreement shall be effective as of the latest date that all of the Study Participants shall have executed it. The agreement shall remain in full force and effect until the Steering Committee transmits a final copy of the completed study to the individual Study Participants and the Illinois Department of Transportation, and the Illinois Department of Transportation releases the final grant payments to the City of Champaign.

11. **Complete Agreement.** This writing, and the attachments incorporated herein by reference, constitutes the entire agreement, and there are no oral understandings other than as set forth herein. Any and all amendments to this agreement must be in writing and, except for changes in the scope of work approved by the Steering Committee under Section 4, approved by the governing body of each of the parties.

12. **Severability.** The invalidity or unenforceability of any one or more provisions in this agreement shall not affect the validity or enforceability of any other provision.

13. **Notices.** For purposes of this agreement, notices shall be deemed given as of the date notices are deposited by first class mail addressed to the other Study Participants at the addresses specified below or such other addresses subsequently specified in writing by a party.

City of Champaign:
City Manager
102 N. Neil Street
Champaign, IL 61801
And
Planning Director
102 N. Neil Street
Champaign, IL 61801

Champaign County:
County Chair
1776 E. Washington St.
Urbana, IL 61802
And
County Administrator
1776 E. Washington St.
Urbana, IL 61802

Hensley Township:
Township Supervisor
2115 CR 1200 E
Champaign, IL 61822

**Champaign County
Regional Planning
Commission:**

CCRPC CEO
1776 E. Washington St.
Urbana, IL 61802

**Champaign-Urbana
Mass Transit District:**

Managing Director
801 East University Ave.
Urbana, IL 61802

14. **Integration.** This agreement may be signed in several counterparts, each of which shall be considered an originally executed agreement for all purposes.

15. **Duty To Act.** The parties hereby agree to take any official action necessary to accomplish their respective obligations as set forth in this agreement, including the passage of legally sufficient resolutions or ordinances, the appropriation or budgeting of money, and any and all other undertakings set forth in this agreement.

IN WITNESS WHEREOF, the City of Champaign, County of Champaign, Hensley Township, and the Champaign County Regional Planning Commission have caused this agreement to be executed and delivered.

City of Champaign, Illinois

BY: _____
City Manager

DATE: _____

ATTEST: _____
City Clerk

Approved as to form : _____
City Attorney

Council Bill # _____

Champaign County, Illinois

BY: _____
County Board Chair

DATE: _____

ATTEST: _____

Hensley Township, Illinois

BY: _____
Township Supervisor

DATE: _____

ATTEST: _____
Township Clerk

CCRPC, Illinois

BY: _____
CCRPC Chief Executive Officer

DATE: _____

County Clerk

**Champaign-Urbana Mass Transit District
(CU-MTD)**

BY: _____

Managing Director

DATE: _____

DATE: _____

ATTACHMENT A
SCOPE OF SERVICES

Tasks & Timetable for Completion

Introduction

The Champaign County Regional Planning Commission (CCRPC) is the designated Metropolitan Planning Organization (MPO) responsible for carrying out federal requirements for cooperative transportation planning and programming for the Champaign-Urbana-Savoy-Bondville metropolitan area. The *Staley/Rising Road Corridor Study* was proposed by the City of Champaign and funded through the *IDOT Illinois Tomorrow Grant Program*. The study is included in CUUATS' 2005-06 *Unified Technical Work Program*. The Champaign County Regional Planning Commission will be responsible for conducting the study.

Study Objective and Scope of Work

This study will seek to develop a plan for the *Staley/Rising Road Corridor* that identifies a desired land use structure, a multi-modal transportation network, access plan, and environmentally sensitive areas.

The *Staley/Rising Road Corridor Study* will build upon the land use and transportation findings and recommendations developed under the Champaign-Urbana-Savoy-Bondville Long Range Transportation Plan. The objective of this new planning effort is to look at the remaining land use opportunities in the corridor, identify strategies to increase the use of multi-modes of transportation, to better define arterial management actions, and to facilitate a public discussion that will help lead to a consensus on an appropriate vision for the corridor that is sensitive to the natural, built, and human environment. The study will produce recommendations for Comprehensive Plan future land use designations, transportation system improvements and potential changes to existing codes and development regulations necessary to achieve the vision of the plan. The plan will also identify strategies for funding and implementation.

The time frame for the study is expected to run for no more than twenty-four months from the date the contract is executed.

Study Area

As shown on the attached map, the study area extends approximately 9 miles from Hensley Road (CR 2100 N) south to Old Church Road (CR 1200 N). Its 2.5-mile width extends east from Barker Road (CR 600 E) to Interstate 57. The study will focus on undeveloped parcels or property poised for redevelopment. Primary attention will be given to three primary areas: (1) the area in the vicinity of the proposed interchange at Curtis Road and I-57 between Old Church Road and Windsor Road; (2) the segment of Rising Road between Windsor Road and US 150; and (3) the area north of US 150. The impact of development to the rest of the study area (secondary area), mainly along Staley Road, will also be considered.

Land use recommendations, site design, and transportation design guidelines are to be developed for the primary area only. Development in the secondary study area should

be discussed only as it relates to the impact and design of transportation improvements recommended for Rising Road.

Task One: Study Initiation

CCRPC will compose a Study Steering Committee (**Meeting #1**). At this initial meeting, the project scope and schedule will be reviewed and refined, study objectives discussed, and study area boundaries confirmed. Key issues regarding land use and transportation will be discussed. Performance criteria that will be used to quantify future population and employment and transportation system conditions will also be discussed.

Task Two: Current Conditions

CCRPC will conduct an assessment of existing land use and traffic conditions in the study area. Steering Committee members will provide the following:

- Base map with tax parcels and street rights-of-way, adjacent water/sewer installations.
- Current Zoning map designations and ordinances
- Current Comprehensive Plans and other land use studies
- Current Subdivision Ordinances and development regulations
- Wetlands, stream protective area, floodplains, slopes
- Any other relevant documents.

CCRPC will document current transportation conditions based on the conditions expected to be present upon the completion of the I-57/Curtis Road interchange and Curtis Road extension. CCRPC will research, inventory, and map existing land use, approved development plans, transportation, and environmental in the Staley/Rising corridor based on available information, approved site plans, and field reconnaissance. If necessary, a field inventory will be conducted at a parcel level and mapped to supplement information provided by the Steering Committee and others.

A comprehensive inventory of the transportation system that includes roadway geometry features, traffic flow characteristics, speed data and potential impediments to roadway safety, crash data, existing transit service and existing bicycle/pedestrian facilities will be completed. Some of the data for this inventory has already been compiled by CCRPC for the LRTP. CCRPC may need to conduct supplemental traffic counts; the number and type will be subject to discussions with the Study Steering Committee. CCRPC will work with the Study Steering Committee members to update the existing Synchro network and update the transportation model for existing conditions in the study area that will simulate base year conditions for the transportation network as a whole and for particular key intersections in the area.

This task will also involve identifying land use market pressures likely facing the corridor in the foreseeable future due to the completion of the I-57/Curtis Road interchange and Curtis Road extension.

During this phase CCRPC will also inventory soils, streams, slopes, environmentally sensitive areas, and noise levels in the study area. Finally, the inventory should include not only existing resources, but also threats to those resources (e.g., loss of prime agricultural land or open space and air quality).

Finally, CCRPC will document existing conditions in the form of a series of Background Reports; develop a set of base maps that show existing conditions and facilities in the study area; and develop outreach materials including graphics (maps, tables, photos) for a public meeting. CCRPC will aggregate this information in a format appropriate for public presentation and make this information available to the Study Steering Committee for review and placed on the corridor study web site (**Meeting #2**).

Task Three: Identification of Issues and Opportunities

Using visual displays to illustrate existing conditions, CCRPC will conduct and facilitate a public workshop (**Workshop #1**) to obtain community input on major issues and concerns for land use and transportation within the study area. CCRPC will explain project goals and present information about existing conditions in the area. CCRPC, with the help of the Study Steering Committee, will facilitate, manage and oversee the interactive group discussion process. The main purpose of the first workshop is to educate the public about the scope of the project and to understand their existing concerns about growth and transportation facilities along the corridor.

CCRPC will synthesize the information gathered at this workshop and make the results available to the Study Steering Committee and placed on the corridor study web site (**Meeting #3**).

Task Four: Vision and Possible Alternatives

Using the existing conditions and public input gathered during Workshop #1, CCRPC will conduct a charette with the Steering Committee to generate preliminary vision and design alternatives/options for land use and transportation within the study area. The purpose of the charette is to be a special workshop (approximately four to six hours) for the Steering Committee members to consider ideas and possible solutions with an understanding of existing conditions and other technical information. The end result of the charette shall be the preliminary framework for a set of land use/transportation alternatives that can be developed further and presented to the public for review and input. CCRPC will facilitate, manage, and oversee this charette process.

Following the Steering Committee charette, CCRPC will conduct the second public workshop (**Workshop #2**) to present and test the preliminary concepts generated at the Steering Committee charette and to generate additional ideas not considered during the Steering Committee charette process. CCRPC will facilitate an interactive public discussion that will present the study area, existing conditions, development limitations and opportunities, and results of the "major concerns/opportunities" discussion, and the concepts from the Steering Committee charette. Based on information provided, CCRPC will use both the results from the Steering Committee charette along with results from Workshop #2 to develop and evaluate several different alternatives for land use and transportation visions within the study area.

One alternative will project the current development trends into undeveloped areas of the corridor. The other alternatives will reflect alternative visions developed by CCRPC staff based on public input in cooperation with the Steering Committee (**Meeting #4**).

Task Five: Analysis of Land Use and Transportation Impacts on the Study Area

The transportation model, along with Highway Capacity Manual procedures, will be used to evaluate the ability of the existing transportation network to accommodate probable future increases in traffic demand due to expected development identified in the different

alternatives. CCRPC will develop traffic forecasts for the corridor. The estimates of traffic demand derived from the land use planning process will be evaluated against established capacity and level-of-service criteria. This evaluation will identify areas of traffic congestion and delay. The evaluation will include analysis of both intersections and individual highway links and will be conducted for each development alternative.

Also, the impact to the environment by the various alternatives will be evaluated. This information will serve as a reference point to compare the potential changes to the environment, both positive and negative due to the different proposed alternatives. Environmental impacts will include visual resources, cultural resources, soils and water resources, air quality and noise. Recognizing that many people value certain areas along the rivers and streams corridors as wild places and have concerns for the natural beauty and preservation. Therefore, in order to analyze potential impacts effectively and document the analysis, it is necessary to consider the resource areas individually.

Lastly, a preliminary analysis of expected property tax revenues and transportation system improvement costs will be estimated for each scenario. CCRPC will present a methodology for computing property tax estimations to the Steering Committee for their review and approval (**Meeting #5**).

Task Six: Preferred Alternative Selection

Using the results from the evaluation of the different alternatives in Task Five, CCRPC will conduct a public workshop (**Workshop #3**) to screen alternatives and identify a preferred alternative for land use and transportation within the study area. CCRPC, with the help of the Study Steering Committee, will facilitate, manage, and oversee the group process.

Using the information produced during the public workshop and evaluation process (task five), CCRPC will discuss with the Study Steering Committee (**Meeting #6**) the advantages and disadvantages of all the alternatives and reach a decision regarding the preferred alternative for development of the study area. CCRPC will also document the costs and benefits of the preferred alternative as part of the draft plan report.

Task Seven: Draft Plan and Implementation Mechanisms

Based on input from Task Six, CCRPC will develop a draft land use and transportation plan for the study area based on the preferred alternative. CCRPC will make this draft plan available to Study Steering Committee members (**Meeting #6**) for review and placed on the corridor study web site and then present this draft plan to the public for comments (**Workshop #4**).

The conceptual plan will be prepared in a format appropriate for public presentation. CCRPC will prepare maps showing the conceptual preferred alternative, annotating the maps with comments regarding the challenges and opportunities and identifying the most feasible mechanisms for achieving the desired vision. These mechanisms could include: necessary changes in future land use designations, guidelines for new development standards, access management and curb consolidation plans (including restriction of turning movements into and out of parcels), official street network with proposed changes, transit/pedestrian/bicycle system improvements. The plan will identify transportation improvements that will need to be made to implement the vision and the approximate costs of providing those improvements. Potential revenue sources for funding these improvements will be identified as well.

Finally, the plan will identify potential changes or enhancements to existing development codes and regulations that may be necessary in order to implement the vision.

Task Eight: Final Plan

CCRPC will circulate the draft plan and map(s) for comments by Study Steering Committee members, stakeholders and the public and for consideration by the City. The implementation plan will identify actions, transportation improvement costs, lead agencies, and a preferred schedule (**Meeting #7**). The draft plan will be presented at a public meeting (**Workshop #5**) and placed on the corridor study web site for public review. The final plan will be prepared after receiving comments from stakeholders and the public.

Products:

Contributing documents, which may be combined or separated by theme depending on available data:

- Existing conditions in transportation, land use, environment
- Transportation assessment under existing and proposed land use conditions
- Environmental assessment
- Synthesis of community input on major issues and concerns
- Synthesis and formulation of alternatives resulting from public meetings and planning process.

Final documents:

- Comprehensive report including:
- Contributing documents.
- Recommended land use and transportation plan including identified transportation system improvements, necessary changes to the Champaign Comprehensive Plan Future Land Use Map, and recommended enhancements to current zoning, subdivision and/or development regulations.
- Accompanying maps illustrating concepts in final report.

An Intergovernmental Agreement Between the City of Urbana and the County of Champaign Concerning the Funding for Engineering Services for Windsor Road

[Windsor Road from High Cross Road (IL 130) to Philo Road]

* * *

This Agreement is entered into between the City of Urbana, Illinois (“City”) and the County of Champaign, Illinois (“County”), on this _____ day of _____ 2006, 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, 5-106, 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 construction, jurisdiction, and maintenance of roads 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 and the County find it to be in the public’s best interest and best interest of their constituents to prepare a design including the preparation of plans and specifications of Windsor Road from High Cross Road {IL 130} to Philo Road.

WHEREAS, the parties find it to be most cost effective to mutually conduct such design and to share in the costs as provided in this Agreement.

WHEREAS, the maximum contribution required of the City and the County is two hundred fifty thousand dollars {\$250,000} each.

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

Section 1. Engineer Selection

The City staff shall perform a design for Windsor Road from High Cross Road to Philo Road. The County Engineer agrees with the scope of work in Attachment 1, to be performed and contractual terms of the contract between the County and the City. The contract shall provide that city staff shall consult with all parties as far as practicable with regard to the content of the design.

Section 2. Commencement of Work

The City and County agree to reasonably cooperate to allow the city staff to commence work by June 1, 2006, and complete work by December 31, 2008.

Section 3. Project Funding

The parties agree that the total city engineering fees and expenses shall not exceed five hundred thousand dollars {\$500,000}. The City and County agree to each pay 50% of the costs of design and expenses associated therewith..

Section 4. Future Project Funding

The parties agree in principle to each pay {50%} of the local share costs to provide construction engineering services and construct Windsor Road from High Cross Road to Philo Road with the timing and method of handling such costs to be the subject of a more detailed agreement at the appropriate time. The current tentative construction timetable is after July 1, 2008.

Section 5. Invoices and Payments

The City will be responsible for the Project and shall invoice the County for the County's share of the Project costs. The County shall pay invoices within thirty {30} days of receipt. The City shall provide appropriate documentation to the County which will allow for reimbursement from County Motor Fuel Tax Funds.

Section 6. Further Actions

The City and the County hereby agree to take any action necessary to accomplish their respective obligations as set forth in this Agreement, including the passage of legally sufficient resolutions or ordinances, the appropriation or budgeting of money, and any and all other undertakings set forth in this Agreement. The Chair of the County Board 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 7. Effective Date of the Agreement

This Agreement shall be effective on the date of the last of the County Board or City Council to approve this Agreement.

Section 8. Termination

The parties agree that, if the design per Attachment 1 has not begun by December 31, 2006, this Agreement shall terminate without further action by the parties.

Section 9. Amendment

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

Section 10. Notices

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

CITY:

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

Public Works Director
City of Urbana
706 South Glover Avenue
Urbana, Illinois 61802***

COUNTY:

***County Board Chair
County of Champaign
1776 East Washington Street
Urbana, Illinois 61802

County Engineer
County of Champaign
1776 East Washington Street
Urbana, Illinois 61802***

* * *

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF URBANA, ILLINOIS

COUNTY OF CHAMPAIGN

By: _____
Mayor

By: _____
County Board Chair

ATTEST: _____
City Clerk

ATTEST: _____
County Clerk

APPROVED AS TO FORM:

Date of County Board Approval:

City Attorney

Date: _____

Date of City Council Approval:

Date: _____

* * *

CITY OF URBANA
WINDSOR ROAD IMPROVEMENTS
PHILO ROAD TO HIGH CROSS ROAD

SCOPE OF PROFESSIONAL SERVICES

Note: All standards, design criteria and specifications as set forth by the Illinois Department of Transportation and the City of Urbana shall be utilized for the project, except as may be modified or approved by the City of Urbana and Champaign County.

The limits of the project shall be:

Windsor Road – from Philo Road (FAU Rte 7185) to High Cross Road (Rte 130) (FA Rte 808), approximately 7,672 feet (1.453 miles).

A. GENERAL DUTIES

The City shall:

1. Hold public meetings as necessary with all property owners who will be affected by the improvements and others, and discuss general requirements of project needs. The primary purpose of the informational meetings is to assist in right-of-way and easement acquisition in addition to generally describing the project and soliciting public input.
2. Document all matters relating to the Project. Prepare periodic status reports in letter form for County Engineer's information.
3. Meet with County Staff or officials as necessary. Project meetings will be held periodically and near project milestone events throughout the duration of the project.
4. Coordinate design with Illinois Department of Transportation – Bureau of Local Roads.
5. Procure special consultant services as may be required to complete the design of the proposed improvements. Special consultant services may include utility potholing, soil borings at mast arm/box culvert locations and structural engineering services for special box culverts/junction boxes.
6. Perform project administration and quality assurance/quality control (QA/QC) procedures for all engineering work.

B. PRELIMINARY DESIGN

The City shall:

1. Compile and evaluate information of record for design and right-of-way evaluation, including but not limited to annexation and other development agreements, right-of-way plats, subdivision plats, easement of record, and roadway plans.
2. Prepare or update the necessary environmental and planning documents and all necessary environmental clearances (e.g., biological/cultural clearances, State and Substate Clearinghouse, etc).
3. Perform a topographic/legal survey to include sufficient information to prepare construction documents, right-of-way plans and plats, easements and necessary permits.
4. Review any special City/Owner agreements and zoning matters with properties along the project corridor for factors which will affect the project design or right-of-way acquisition. Agreements to be obtained from the City of Urbana Department of Community Development.
5. Assemble list of property owners from whom right-of-way or easements will be necessary. Allied Title Services, Inc. will be used as a subcontractor for this work. Immediately obtain a certificate of ownership for all properties adjacent to the limits to the project. Examine the certificates for pre-existing easements (especially utility easements).
6. Analyze soil surveys including soil borings and soil profiles as performed for the design of the proposed improvement. The soil borings and soil profiles were performed by ERI during Phase I of the project.
7. Incorporate the pavement design as provided by Foth & Van Dyke/Daily Division and developed by ERI during Phase I of the project.
8. Meet with various utility company officials to coordinate implementation and design/construction schedules for project.

C. PRELIMINARY PLANS AND FINAL RIGHT-OF-WAY DOCUMENTS

The City shall:

1. Complete preliminary construction plans, details and technical special provisions for County Engineer and IDOT-BLR approval. Level of detail is expected to be complete except that no schedules or summary of quantities are to be included in the document. Phasing/staging schematics (to scale) and descriptions are to be included in the plans.

2. Prepare individual right-of-way plats and permanent and temporary easement exhibits, and all warranty deeds.
3. Prepare legal descriptions for right-of-way acquisition or easements.
4. Meet with affected property owners individually to discuss right-of-way acquisition. Executed ROW deeds or construction easements are expected to be procured by City Staff.
5. Coordinate utility extensions or improvements to be done by others during construction of this improvement.
6. Perform supplemental topographic/legal surveys to augment initial design/legal surveys.
7. Set limits of and monument existing/proposed right-of-way in the field for benefit of affected property owners in negotiations. Stake and monument (iron pins) new property corners.

D. FINAL PLANS, TECHNICAL SPECIAL PROVISIONS, ESTIMATES, CONTRACT DOCUMENTS

The City shall:

1. Prepare schedules and summary of quantities and incorporate into construction plans.
2. Finalize construction plans and technical special provisions incorporating County and IDOT Preliminary Plan review comments.
3. Prepare construction cost estimate and contract documents.
4. Revise any necessary right-of-way or easement documents – prepare any documents not done with Preliminary plans. Field stake and monument limits of easements. Deeds or easements from affected property owners will be procured by City Staff.
5. Document all matters relating to Final Plans, Technical Special Provisions, Estimates, Contract Documents.

E. BIDDING

The City shall:

1. Schedule bid opening with IDOT-BLR for a state let project. IDOT will handle advertisements, pre-bid conference, distribute plans and contract

documents, issue addenda, verify IDOT prequalifications and award contract to lowest bidder.

F. CONSTRUCTION

The City shall:

1. Conduct a preconstruction meeting with selected Contractor and subcontractors, utilities and staff from City and County engineering departments.
2. Establish and coordinate quality assurance/quality control procedures for construction.
3. Provide City assigned full-time construction inspection to supplement County assigned construction inspection during the construction period. Provide for material testing to assure quality control on all materials.
4. Review shop drawings.
5. Review Contractor's request for payment (or prepare Engineers' Pay Estimate) on last day of the month and submit to State for approval.
6. Conduct final project inspections and observations.
7. Prepare record drawings at completion of construction.
8. Prepare necessary Change Orders.