

**CHAMPAIGN COUNTY BOARD
HIGHWAY & TRANSPORTATION COMMITTEE**
County of Champaign, Urbana, Illinois
Friday – August 7, 2015 – 9:00 a.m.

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

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

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MINUTES – SUBJECT TO REVIEW AND APPROVAL

DATE: Friday, June 5, 2015
TIME: 9:00 a.m.
PLACE: Highway Building Conference Room
 1605 East Main, Urbana, IL

Committee Members

Present	Absent
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), Tracy Wingler (County Highway Department), Zoe Keller (CCRPC/Champaign County Program Compliance and Oversight Monitor, Eileen Sierra (CCRPC), (Linda Lane (Recording Secretary)

Others Present: Brian Smith (CU MTD)

MINUTES

I. Call to Order

Committee Chair Cowart called the meeting to order at 9:04 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. Carter to approve the agenda; seconded by Ms. Michaels. Upon vote, the **MOTION CARRIED unanimously.**

IV. Approval of Minutes – May 8, 2015

MOTION by Mr. Jay to approve the minutes of the May 8, 2015 meeting; seconded by Mr. Carter. Upon vote, the **MOTION CARRIED unanimously.**

V. Public Participation

None

VI. Communications

None

38 Ms. Cowart said they would like to move Item XIII before Item VIII. **MOTION** by Ms. Michaels to
39 approve; seconded by Mr. Mitchell. Upon vote, the **MOTION CARRIED unanimously.**

40 **VII. County & Township Motor Fuel Tax Claims – May 2015**
41 **MOTION** by Mr. Alix to receive and place on file the County and Township Motor Fuel Tax Claims for May
42 2015; seconded by Mr. Carter. Upon vote, the **MOTION CARRIED unanimously.**

43 **VIII. Petition for Condit Township, Section #15-07020-00-BR**
44 Mr. Blue explained that there is erosion under the bridge and the typical fix is haul riprap under the bridge
45 and grout it in place. He said the total cost is \$12,000 of which the County’s share is \$6,000. **Motion** by
46 Mr. Jay to approve; seconded by Mr. Alix. Upon vote, the **MOTION CARRIED unanimously.**

47 **IX. Resolution Appropriating \$1,033,385.25 from County Motor Fuel Tax Funds for Curtis Road Phase #2,**
48 **Section #00-00374-01-PV**
49 Mr. Blue stated that they have not made a payment on the Curtis Road project since 2010 because IDOT
50 is very slow with its paperwork. He explained the final bill is nowhere near that amount, but this is the
51 amount needed so that all appropriations add up. Mr. Blue said the final bill was \$464,000 and the total
52 cost to the County was a little over \$4 million, which was budgeted for. Ms. Michaels asked if they are
53 now done with this project. Mr. Blue replied yes. Ms. Cowart asked if \$1,033,385.25 is the final payment.
54 Mr. Blue said no, the final payment is \$464,993.35, but they were short on appropriations. **MOTION** by
55 Mr. Carter to approve; seconded by Mr. Alix. Upon vote, the **MOTION CARRIED unanimously.**

56 **X. Resolution Awarding Contract for Tandem Axle Truck**
57 Mr. Blue reported that they put specs together because no State bid was available. He said previous State
58 bids have usually been awarded to International, and they’re not having a lot of success with the
59 International trucks they currently have. Mr. Blue reported they are very happy with the Mack truck. He
60 noted that they had the two low bidders bring the trucks here and the guys drove them. He also said this
61 is in the budget for 2015. **MOTION** by Mr. Mitchell to award the contract; seconded by Mr. Jay.

62 Mr. McGuire asked how this compares to a State bid. Mr. Wingler thought its \$8,000-\$10,000 higher but
63 that they hope to save on maintenance. Mr. Blue said this truck has a five year bumper to bumper
64 warranty, which is very unusual.

65 Ms. Michaels asked if there were any other items like this for this year. Mr. Blue said they may have a
66 pickup truck, but this is the largest item. Upon vote, the **MOTION CARRIED unanimously.**

67 **XI. Resolution for Contract Award Authority Section #15-29018-00-BR**
68 Mr. Blue asked for contract award authority for the bridge that is closed in Tolono. He said they will be
69 splitting the cost with the village and want to get the project complete as soon as possible. **MOTION** by
70 Mr. Jay to approve; seconded by Mr. Mitchell.

71 Mr. Jay asked where they are at on the bridge. Mr. Blue replied they are waiting for approval from the
72 Corps of Engineers and the plans are done, but the State won’t release plans until they get a Corps of
73 Engineers permit.

74 Upon vote, the **MOTION CARRIED unanimously.**

75 **XII. Bid Tab for Brown Township Section #14-02008-00-BR – Bid Opening May 27, 2015**
76 Mr. Blue reported that the low bidder was Newell Construction at \$249,000, below the engineer’s
77 estimate of \$268,000. Mr. Blue said this bridge is just south of Foosland in Brown Township and should
78 be opened before harvest season.

79 **XIII. Other Business**
80 **Intergovernmental Agreement Between the County of Champaign and Champaign Urbana Mass Transit**
81 **District**
82 Ms. Keller explained that the Intergovernmental agreement is usually for one year, but this is for the first
83 quarter only since they don’t know the budget changes yet. She said they would have another one for the

84 second quarter. Mr. Jay asked if this was costing the County any more money. Ms. Keller answered no.
85 **MOTION** by Mr. Alix to approve; seconded by Mr. McGuire.

86 Mr. Alix asked Ms. Busey if the agreement had been sent to the State's Attorney. Ms. Busey deferred to
87 Ms. Keller who said it had not. Ms. Busey said that can be done, but this is currently extending the current
88 contract with MTD. Mr. Alix said he trusted her view if she felt it didn't need to go to the State's Attorney.

89 Mr. Jay asked Mr. Smith how MTD manages pick-ups and if there's any way to coordinate pick-ups to
90 avoid multiple trips. Mr. Smith replied they are taking the information and migrating it into the scheduling
91 software that is being used for ADA, which should help with efficiency.

92 Mr. McGuire commented that with the re-entry program there has been discussion about getting people
93 to the packing plant and other businesses in Rantoul and wanted to know if there was a way to incorporate
94 that into the busses going north and south. Mr. Smith said they are working on trying to combine services
95 to Rantoul as well as to Parkland College. Ms. Keller said they have a meeting with all major Rantoul
96 businesses on June 25 to discuss service contracts.

97 Ms. Michaels commented on the fees and noted body shop work amount. She said she knows that's not
98 regular maintenance and wanted to know if that has always been there or if it was something new. Ms.
99 Sierra explained the only rate that changed was the \$33.58 being converted to a flat fee. Upon vote, the
100 **MOTION CARRIED unanimously.**

101 **XIV. Chair's Report**

102 Mr. Mitchell wanted to make sure that nothing was pressing. Mr. Blue said he will be out of town and he
103 didn't have anything pressing. Ms. Michaels said she would also be out of town. **MOTION** by Mr. Mitchell
104 to cancel the July 10 meeting; seconded by Mr. Alix. Ms. Busey said if anything comes up it would go to
105 the Full Board. Upon vote, the **MOTION CARRIED unanimously.**

106 **XV. Designation of Items to be placed on consent agenda**

107 Ms. Cowart stated that items VIII, IX, X, XI and XIII are to be placed on the consent agenda.

108 **XVI. Adjournment**

109 **MOTION** by Mr. Mitchell to adjourn; seconded by Mr. McGuire. Upon vote, the **MOTION CARRIED**
110 **unanimously.** There being no further business, Ms. Cowart adjourned the meeting at 9:29 am.

111
112 ***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

COUNTY MOTOR FUEL TAX CLAIMS FOR JUNE

Req No.	Payee	Description	Amount
38	Emulsicoat, Inc.	497 Gal. HFE-90	1,242.50
39	Emulsicoat, Inc.	569 Gal HFE-90	1,422.50
40	Lehigh Hanson	72.81 tons CA-6/10	757.22
41	City of Urbana	Engineering Fees 11-00334-01-EG Inv#21329	9,700.60
42	Illinana Construction	Bolier Slag Spread/33,307gl HFE Inv#1719	84,311.54
43	Jeff Blue	NCUTCD expense	924.02
			<hr/> \$ 98,358.38 <hr/>

Req No.	Payee	Description	Amount
37	Illiana Construction	Condit Twp 360gl HFE-90 F&S @ 2.22	799.20
38	Osterburs Trucking	Ogden Twp 90.22Tons CA-16 F&D @ 18.85	1,700.65
39	Lehigh Hanson	Stanton Twp 691.62tons CA-15 FOB @ 15.70T	10,858.45
40	Tuscola Stone	Brwon Twp 1217.03tons CA-15 F&D @19.60T	23,853.79
41	Tuscola Stone	Colfax Twp 136.50tons CA-15 F&D @15.95	2,177.20
42	Tuscola Stone	Condit Twp 22.73 tons CA-15 F&D @ 18.55	421.64
43	Tuscola Stone	East Bend Twp 1210.61tons CA-15 F&D @ 19.25	23,304.43
44	Tuscola Stone	Hensley Twp 381.60tons CA-15 F&D @17.50	6,678.04
45	Tuscola Stone	Somer Twp 206.07tons CA-15 F&D @18.00	3,709.26
46	Tuscola Stone	Urbana Twp 22.40tons CA-15 F&D @17.25	386.40
			<hr/> \$73,889.06 <hr/>

CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE
COUNTY ENGINEER

1605 E. MAIN STREET

(217) 384-3800

URBANA, ILLINOIS 61802

FAX (217) 328-5148

COUNTY MOTOR FUEL TAX CLAIMS FOR JULY

Req No.	Payee	Description	Amount
44	Lehigh Hanson	56.20 tons CA-6/10	795.23
46	City of Urbana	Engineering Fees 11-00334-01-EG Inv#21391	12,795.06
47	Varsity Striping	FY-15 Pavement Striping 15-00000-01-GM	95,057.19
			<hr/> \$ 108,647.48 <hr/>

TOWNSHIP MOTOR FUEL TAX CLAIMS FOR JULY

Req No.	Payee	Description	Amount
47	Osterbur Trucking	Ogden Twp 21.49 tons CA-16 F&D @18.85	405.09
48	Osterbur Trucking	Ogden Twp 87.90 tons CA-16 F&D @18.85	1,656.92
49	Summers Trucking	St Joseph Twp 217.64 tons CA-15 F&D @18.72	4,074.22
50	Illiana Construction	30427.55gl HFE-90 Furnished & Spread	67,549.17
51	Illiana Construction	Philo Twp 25758gl HFP F&S/Rock Spread	67,459.68
52	Illiana Construction	Tolono Twp 435gl MC Furnish/Spread	1,569.60
53	Illiana Construction	Sadorus Twp 51644gl HFE-90 F&S/ Rock Spread	121,526.87
54	Illiana Construction	Tolono Twp 17618.021gl HFP Furnish/Spread	39,112.02
55	Illiana Construction	Pesotum Twp 40913gl HFE-90 F&S/Rock Spread	96,741.86
57	Tuscola Stone	Condit Township 139.59tons CA-15 F&D @ 18.55	2,589.40
58	Tuscola Stone	Crittenden Twp 632.33tons CA-14 F&D @ 15.75	9,959.23
59	Langley	Rantoul Twp 1022.29tons CA-16 F&D @28.00	28,624.12
60	Tuscola Stone	Somer Twp 166.76tons CA-15 F&D @18.00	3,001.68
61	Illiana Construction	St Joseph Twp 39604.82gl HFE-90 F&S @ 2.22	87,922.72
62	Tuscola Stone	Urbana Twp 119.59tons CA-15 F&D @ 17.25	2,062.94
63	Illiana Construction	Urbana Twp 22165.70gl HFE-90 F&S @ 2.22	49,207.86
64	Tuscola Stone	Hensley Twp 120.20tons CA-15 F&D	2,103.51
			<hr/> \$585,566.89 <hr/>

RESOLUTION NO.

RESOLUTION APPROPRIATING \$28,978.00 FROM
COUNTY MOTOR FUEL TAX FUNDS FOR
CHAMPAIGN COUNTY'S SHARE OF THE
CHAMPAIGN-URBANA URBANIZED AREA TRANSPORTATION STUDY
SECTION #15-00000-00-ES

WHEREAS, The County Board of Champaign County is desirous of entering into a contract to have the following study performed under the Illinois Highway Code, designated at Section #15-00000-00-ES:

CHAMPAIGN-URBANA URBANIZED AREA TRANSPORTATION
STUDY; and

WHEREAS, the proposed study consists of the County of Champaign's annual contribution to the Champaign County Regional Planning Commission and its share of funding the above mentioned study.

NOW, THEREFORE, BE IT RESOLVED, That there is hereby appropriated the sum of Twenty-eight Thousand Nine Hundred Seventy-eight Dollars (\$28,978.00) from County Motor Fuel Tax Funds for the County's share; and

BE IT FURTHER RESOLVED, That the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to Mr. Kensil Garnett, District Engineer, Illinois Department of Transportation, Paris, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20st day of August A.D., 2015.

Patti Petrie, Chair
Champaign County Board

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

Prepared by: Jeff Blue
County Engineer

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 August 21, 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. 2015.

(SEAL)

County Clerk

APPROVED

Date

Department of Transportation

District Engineer

PETITION

Petitioner, Marvin Johnson, 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 Compromise Road District, Champaign County, Illinois; and

2. There is a culvert located in Section 10, 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 \$7,000.00, which will be more than .02% of the value of all the taxable property in the Compromise Road District, as equalized or assessed by the Department of Revenue; and

5. The tax rate for road purposes in the Compromise 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 Compromise Road District is prepared to pay one-half of the cost of the replacement of said structure.

Respectfully submitted,

Marvin Johnson
Commissioner of Highways of
Compromise 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:

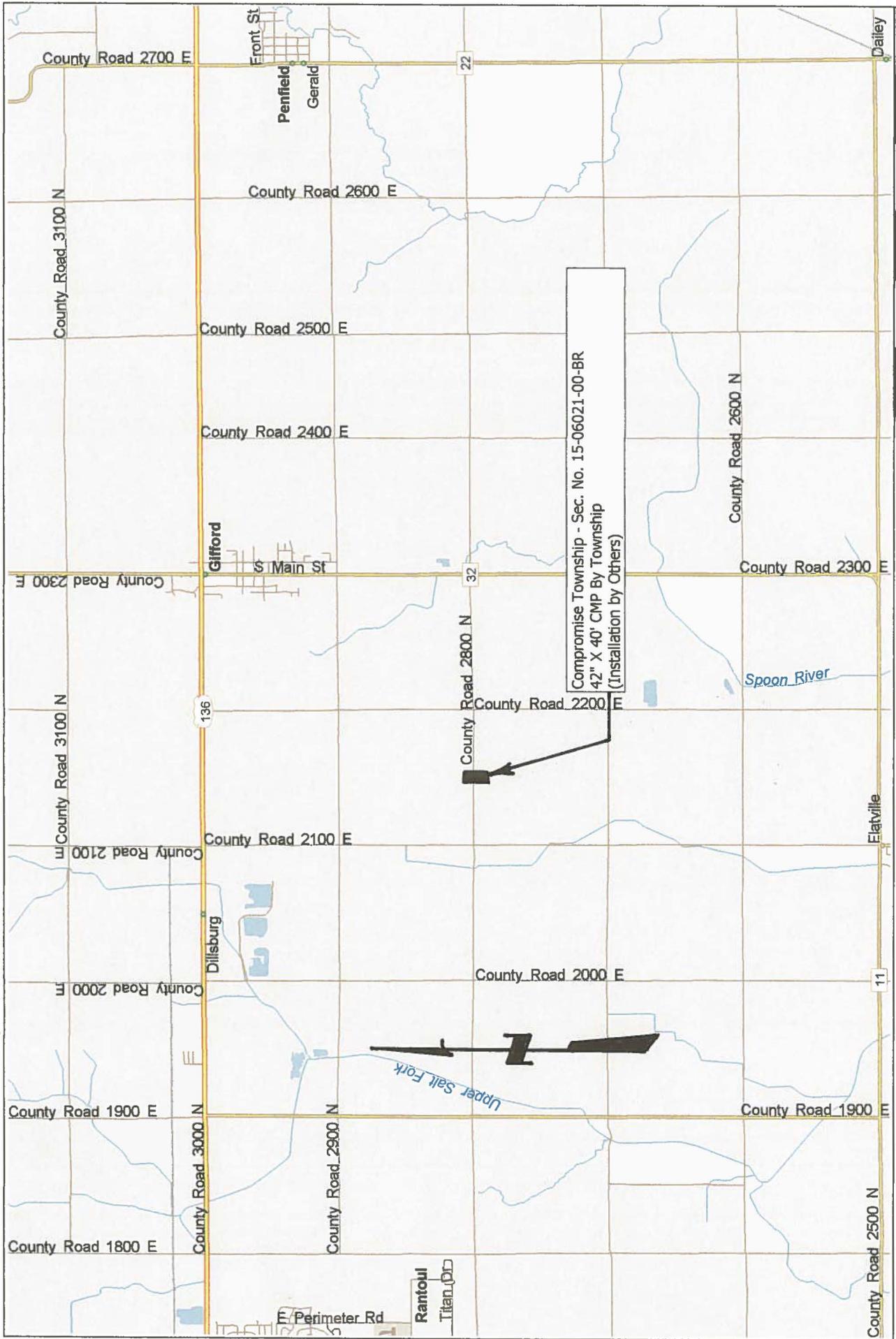
1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the structure on the aforesaid petition to cover the cost of materials.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for 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 Compromise Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Compromise Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of August 2015.

Patti Petrie, Chair
County Board
Champaign County, Illinois

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

Compromise Township Culvert Replacement Sec No. 15-06021-00-BR



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LOCATION MAP

PETITION

Petitioner, Greg Frerichs, 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 Ogden Road District, Champaign County, Illinois; and
2. There are culverts located between Sections 5 & 6, and 6 & 6, which are in poor condition and are inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structures for the traveling public, it is necessary that said structures be replaced; and
4. The cost of replacing the aforesaid structures is estimated to be \$50,000.00, which will be more than .02% of the value of all the taxable property in the Ogden Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Ogden 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 Ogden Road District is prepared to pay one-half of the cost of the replacement of said structures.

Respectfully submitted,

Greg Frerichs
Commissioner of Highways of
Ogden 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:

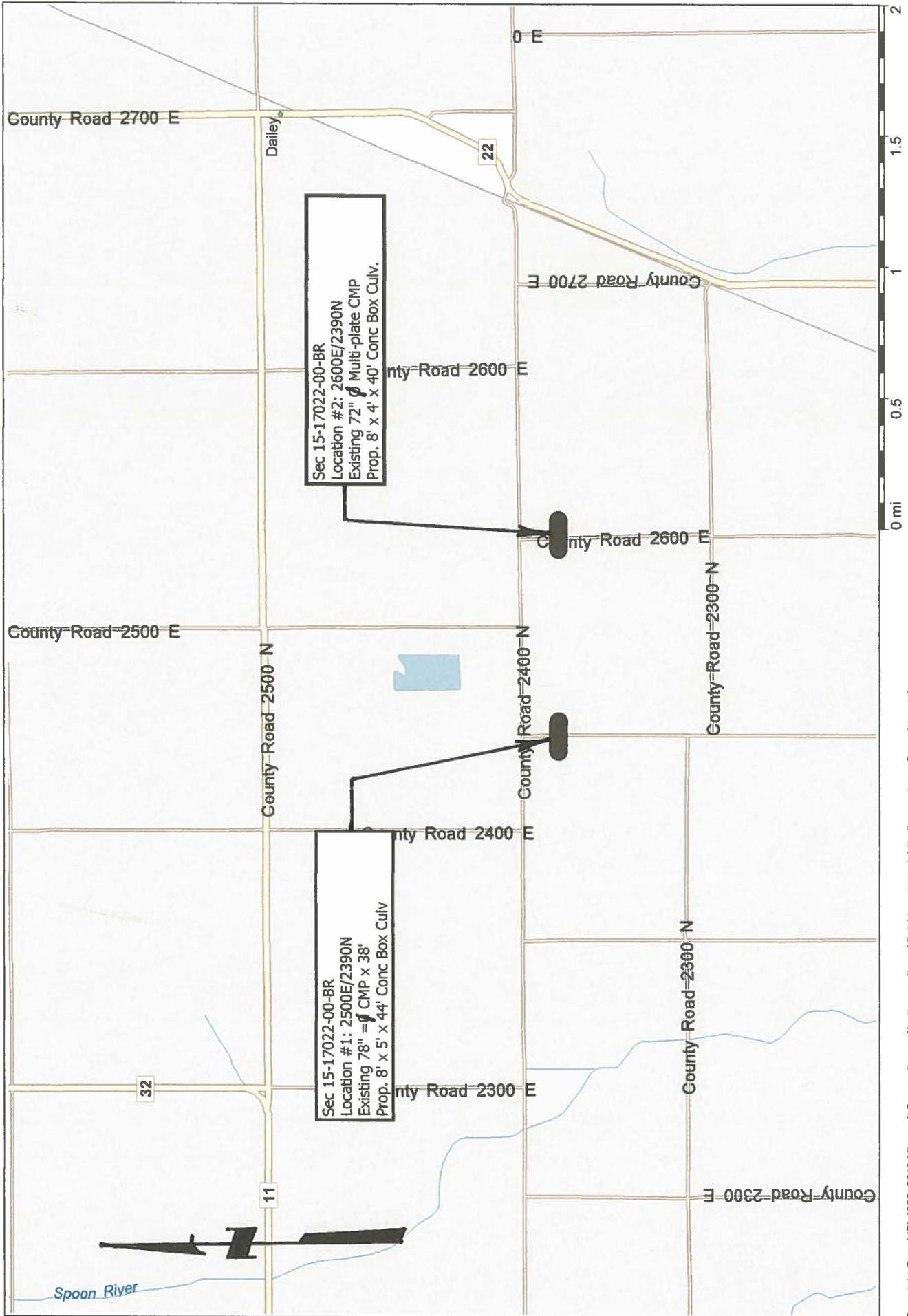
1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the structures on the aforesaid petition to cover the cost of materials.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared 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 Ogden Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Ogden Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of August, 2015.

Pattsi Petrie, Chair
County Board
Champaign County, Illinois

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

Ogden Township, Sec No 15-17022-00-BR



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RESOLUTION NO. _____

RESOLUTION APPROPRIATING \$25,000.00 FROM
COUNTY HIGHWAY FUNDS
FOR ENGINEERING SERVICES RELATED TO
THE CONSTRUCTION OF THE INTERSECTION
OF RISING ROAD AND CARDINAL ROAD
SECTION #15-03439-00-SP

WHEREAS, Champaign County is performing the preliminary design work on behalf of Champaign Township and Hensley Township for the above referenced section; and

WHEREAS, Champaign Township and Hensley Township will be reimbursing Champaign County for outside expenses incurred in the preliminary engineering of this section; and

WHEREAS, Champaign County will pay the engineering design fees and bill each township for their respective share; and

WHEREAS, Champaign County has negotiated an engineering agreement with Fuhrmann Engineering to assist in the preliminary design.

NOW, THEREFORE BE IT REOLVED, that there is hereby appropriated the sum of Twenty Five Thousand Dollars (\$25,000.00) from the County Highway Fund for engineering on the above mentioned section.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of August, A.D., 2015.

Patti 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.

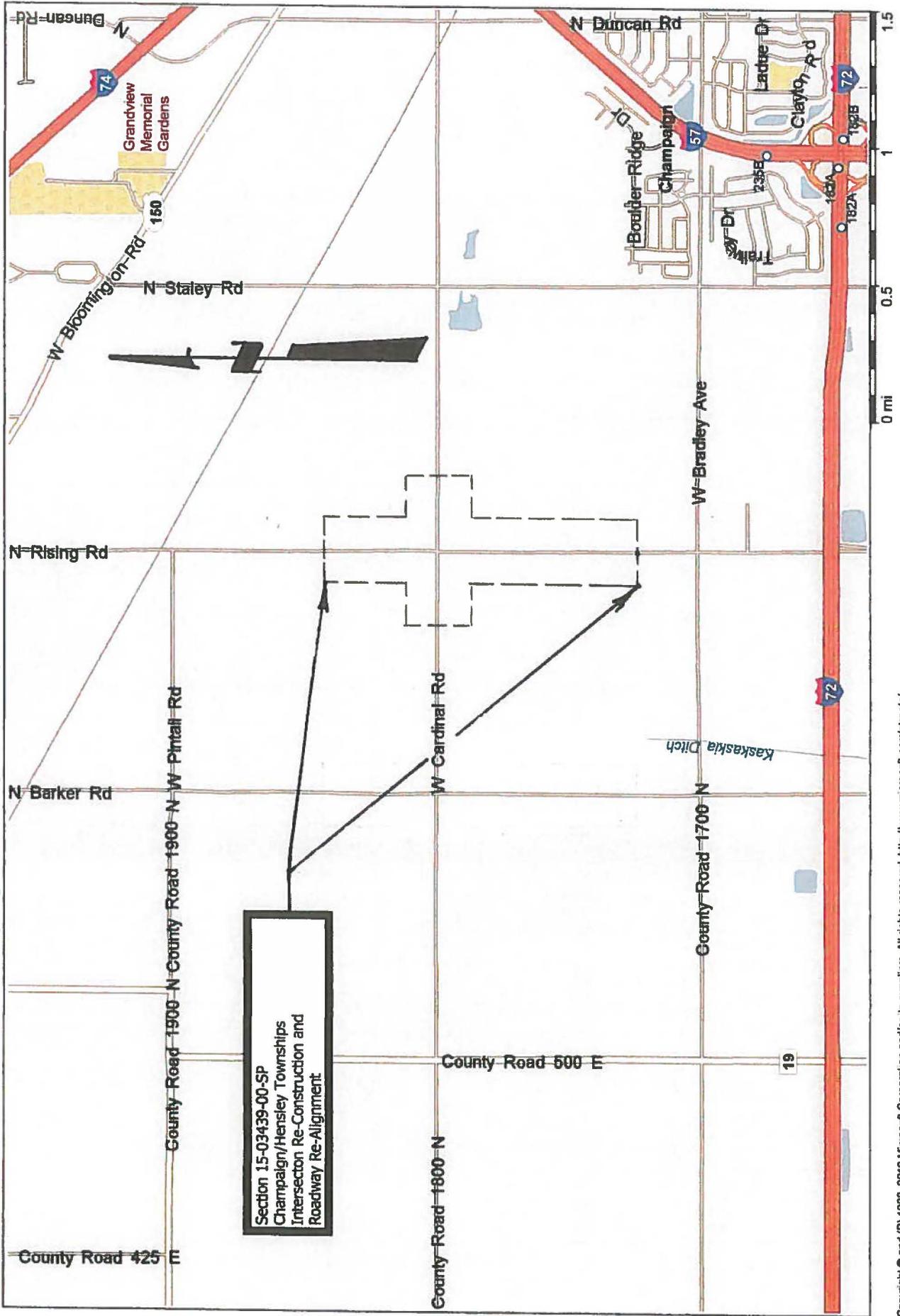
I, Gordy Hulten, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Champaign County at its County Board 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. 2015.

Clerk

SEAL

Champaign/Hensley Townships Intersection Re-Construction



Section 15-03439-00-SP
 Champaign/Hensley Townships
 Intersection Re-Construction and
 Roadway Re-Alignment

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LOCATION MAP

RESOLUTION NO.

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR
TO SIGN A JOINT AGREEMENT WITH IDOT FOR
REPLACEMENT OF STRUCTURE #010-3020 ON
COUNTY HIGHWAY 55
SECTION #10-00966-00-BR

WHEREAS, Champaign County and The Illinois Department of Transportation wish to enter into an Illinois Department of Transportation/Local Agency Agreement to replace bridge number 010-3020 on County Road 55 (Maplewood Drive), 0.1 miles north of Rantoul over the Upper Salt Creek.

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

PRESENTED, ADOPTED, APPROVED and RECORDED This 20th day of August A.D., 2015.

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

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Champaign County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 10-00966-00-BR	Fund Type MBR	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-313-15	BRS-1523(102)				

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

Location

Local Name Maplewood Drive(CH 55) Route FAS 1523 Length 0.01

Termini 0.1 Mile North of Rantoul over Upper Salt Creek

Current Jurisdiction County TIP Number N/A Existing Structure No 010-3020

Project Description

Replace existing three span precast box beam Bridge with a singlespan steel wide flange beam bridge, including roadway approaches.

Division of Cost

Type of Work	MBR	%	%	LPA	%	Total
Participating Construction	936,000	(*)	()	234,000	(BAL)	1,170,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	104,000	(*)	()	26,000	(BAL)	130,000
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 1,040,000			\$ 260,000		\$ 1,300,000

*80% MBR funds NTE \$1,040,000

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

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

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

- METHOD A---Lump Sum (80% of LPA Obligation) _____
- METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
- METHOD C---LPA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map. Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

Pattsi Petrie

Name of Official (Print or Type Name)

County Board Chairperson

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

(Signature)

Date

The above signature certifies the agency's TIN number is 998-5942-06 conducting business as a Governmental Entity.

DUNS Number 191537000

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

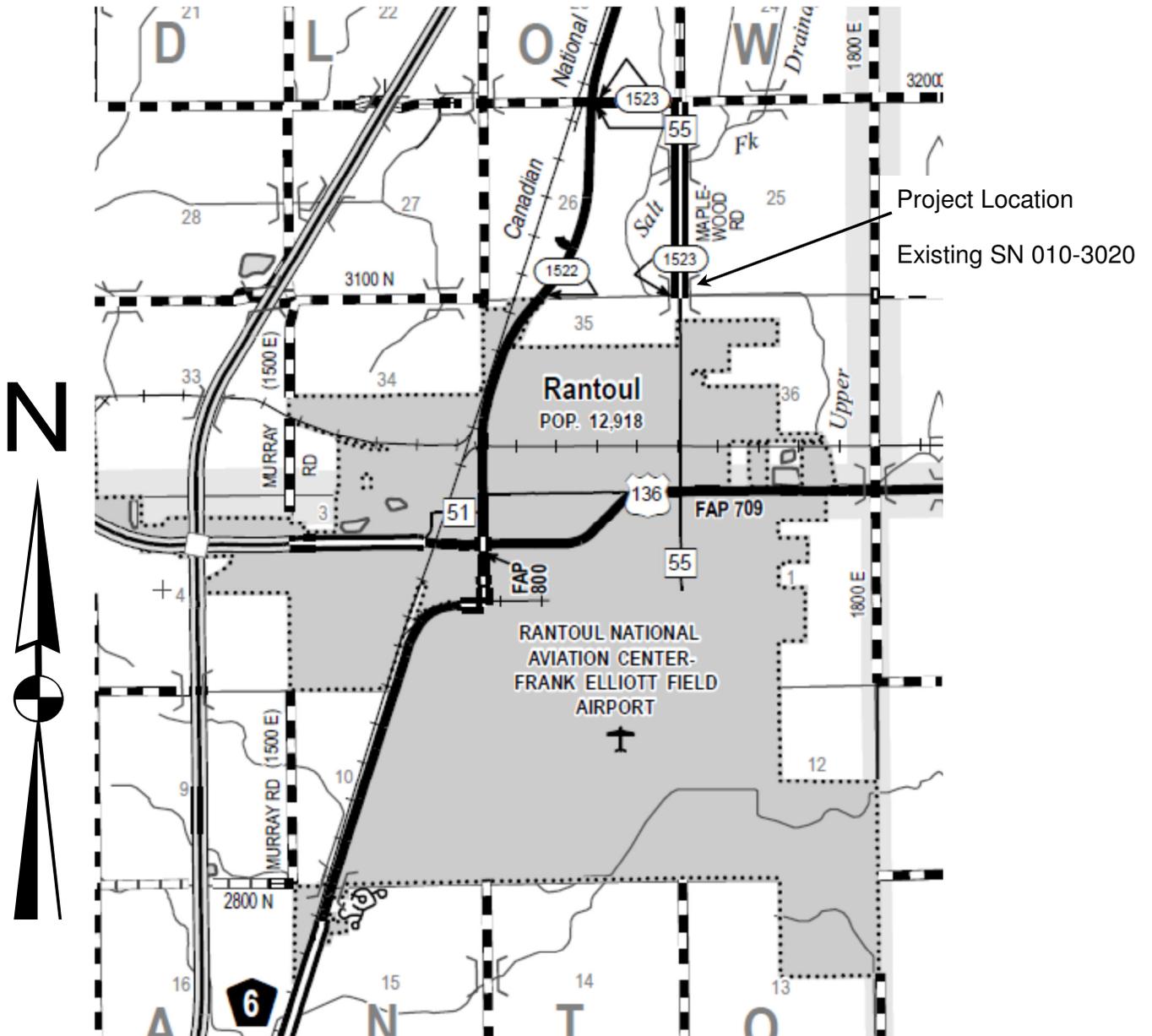
Date

Jim Ofcarcik, Acting Chief Fiscal Officer (CFO)

Date

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

Addenda Number 1



Location Map