



**CHAMPAIGN COUNTY BOARD  
COMMITTEE OF THE WHOLE – ELUC/Highway/Facilities Agenda**  
*County of Champaign, Urbana, Illinois*  
*Tuesday, May 3, 2011 – 6:00 p.m.*

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*Lyle Shields Meeting Room, Brookens Administrative Center  
1776 East Washington Street, Urbana, Illinois*

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# CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE  
COUNTY ENGINEER

1605 E. MAIN STREET

(217) 384-3800  
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URBANA, ILLINOIS 61802

May 3, 2011

## COUNTY MOTOR FUEL TAX CLAIMS FOR APRIL

Req No.	Payee	Description	Amount
32	Open Road Asphalt Company	4.40 T. Cold Mix	418.00
33	Open Road Asphalt Company	5.03 T. Cold Mix	477.85
34	Sodemann & Associates	Engineering Fees - CH. 11 #10-00962-00-BR & CH. 16 \$10-00944-00-BR	21,715.50
35	Champaign County Treasurer	County Equipment Rental - March	11,662.33
36	National Committee on Uniform Traffic Control Devices	Registration - Meeting 6/22-6/24/11 Boise, Idaho	130.00
37	Moore Trees, LLC	Final Payment - Right of Way Compensation CH. 18 (Monticello Road) #07-00419-00-RS	412.50
			<u><u>\$ 34,816.18</u></u>

## TOWNSHIP MOTOR FUEL TAX CLAIMS APRIL

Req No.	Payee	Description	Amount
39	Limestone Transit	Newcomb Twp 1994.09 tons CA-16	31,008.13
40	CnC Farms and Trucking	Compromise Twp 1789.08 tons CA-16	29,967.09
41	Weber Trucking	Rantoul Twp 2015.02tons CA-16	31,837.32
42	Koenig	Compromise Twp 1 mth rental	2,000.00
42	Koenig	Kerr Twp 1 mth rental	2,000.00
43	Summers Trucking	Tolono Twp 781.50tons CA-15	11,073.86
44	Summers Trucking	Compromise Twp 119.76 Turkey Grit	1,796.40
45	Summers Trucking	Brown Twp 309.62 tons CA-15	5,464.79
46	Summers Trucking	Somer Twp 449.23 tons CA-15	7,232.60
			<u><u>\$122,380.19</u></u>

RESOLUTION NO.

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR  
TO SIGN AN INTERGOVERNMENTAL AGREEMENT  
WITH THE CITY OF URBANA  
FOR THE IMPROVEMENT OF LINCOLN AVENUE

WHEREAS, Champaign County and the City of Urbana are desirous to enter into an Intergovernmental Agreement for the design, construction and maintenance of Lincoln Avenue;

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

PRESENTED, ADOPTED, APPROVED AND RECORDED This 19<sup>th</sup> day of May A.D. 2011.

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

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

Prepared by: Jeff Blue  
County Engineer

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

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

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

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

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

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

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

WHEREAS, Urbana and the County find it to be in the best interest of the public to design and construct the section of Lincoln Avenue from Saline Court to Olympian Drive along

the “purple” corridor as shown on “Exhibit A” of this Agreement and approved by Resolution #7663 of the Champaign County Board on March 17, 2011; and

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

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

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

**Paragraph 1. Definitions.**

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

(e) "Direct expenses" include costs for appraisers, ROW agents, attorneys, and other direct expenses necessary for the completion of the project.

(f) "Engineer" is a Professional Engineer appointed by the lead agency for a project. The duties of the Engineer are described in the IDOT Design Manual.

(g) "Change Order" is an alteration of the contract work from that awarded under the competitive bidding process which is reviewed and supported by the IDOT Regional Engineer .

**Paragraph 2. Projects.**

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

**Paragraph 3. Lead Agency.**

Urbana shall be the lead agency for Project X.

**Paragraph 4. Engineering and Other Services.**

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

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

**Paragraph 5: Right of Way Acquisition**

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

**Paragraph 6: Construction**

During construction Urbana shall provide the lead Resident Engineer to oversee the project and the County shall provide a maximum of 2 engineers on the job to perform construction inspection duties. The maximum 2 engineers provided by the County shall be the County's sole obligation during construction and any other personnel costs incurred by Urbana to oversee the project shall not be borne by the County.

**Paragraph 7: Jurisdiction**

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

**Paragraph 8. Timing**

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



**Paragraph 9 . Maps.**

Attached hereto as Exhibit A is a map of the “purple” alignment, approved by Resolution #7663 of the Champaign County Board on March 17, 2011, which the parties agree is the alignment of the section of highway subject to the provisions of this Agreement.

**Paragraph 11. Funding.**

The parties agree that the total estimated cost for this project is \$3,600,000 of which \$1,400,000 shall be funded with FAU Funds through CUUATS. The \$2,200,000 balance of funds needed to meet the estimated cost shall be divided equally between Urbana and the County. Therefore, projected local funding expenditures are currently set at \$1,100,000 for Urbana and the County individually. Any decrease in local costs for the project shall be divided equally between Urbana and the County. Any need for additional funding from Urban and the County will require an amendment to this Agreement.

**Paragraph 12. Other Moneys or Grants.**

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

**Paragraph 13. Invoices.**

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

**Paragraph 14. Effective Date of Agreement.**

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

**Paragraph 15. Termination.**

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

**Paragraph 16. Amendment.**

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

**Paragraph 17. Notices.**

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF URBANA

COUNTY OF CHAMPAIGN

By: \_\_\_\_\_ By: \_\_\_\_\_  
Mayor Chair

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
City Clerk County Clerk

APPROVED AS TO FORM: APPROVED AS TO FORM:

By: \_\_\_\_\_ By: \_\_\_\_\_  
City Attorney Its Attorney

\_\_\_\_\_  
City Council Approval Date County Board Approval Date

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

RESOLUTION AWARDING OF CONTRACT  
FOR THE FURNISH AND SPREAD ON THE ROAD  
OF BITUMINOUS MATERIAL FOR  
2011 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 was received at a Public Letting held on April 26, 2011 in Urbana, Illinois, for the furnish and/or spread on the road of Bituminous Materials for the 2011 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 "2011 Bituminous Materials Tabulation" to Illiana Construction Co. - Urbana, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 19<sup>th</sup> day of May A.D., 2011.

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

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

Prepared by: Jeff Blue  
County Engineer

2011 BITUMINOUS MATERIALS TABULATION

	<u>MATERIAL</u>	<u>VOLUME</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
ITEM I	HFE-90, 150, HFRS & CRS-2 Furnished and spread on the road	693,475 Gal.	2.22	\$ 1,539,514.50
ITEM II	MC-30 Furnished and spread on the road	1,000 Gal.	3.40	\$ 3,400.00
ITEM III	CM-300 Furnished and mixed	25,300 Gal.	3.40	\$ 86,020.00
ITEM IV	MC-800 Furnished and spread on the road	1,000 Gal.	3.40	\$ 3,400.00
ITEM V	CM-90 Furnished and spread on the road	1,000 Gal.	3.40	\$ 3,400.00
ITEM VI	HFE-300 Furnished and spread on the road	1,000 Gal.	2.45	\$ 2,450.00
ITEM VII	SC-800-3000 Furnished and spread on the road	23,100 Gal.	3.35	\$ 77,385.00
ITEM VIII	HF-P Furnished and spread on the road	1,000 Gal.	2.72	\$ 2,720.00
TOTAL AMOUNT AWARDED:				<u>\$ 1,718,289.50</u>