



## MEMORANDUM

**TO:** Mayor Laurel Lunt Prussing and Members of the City Council  
**FROM:** William R. Gray, P.E., Public Works Director  
**DATE:** May 19, 2011  
**RE:** Lincoln Avenue Intergovernmental Agreement with Champaign County  
Budget Amendment Ordinance for Location Study Design Report Update  
Local Agency Agreement for Federal Participation with IDOT

### Introduction

Following up from the Committee of the Whole discussion on April 11, 2011 regarding the subject topic, the Champaign County Board is poised on May 19<sup>th</sup> to approve an Intergovernmental Agreement for the Design, Land Acquisition, and Construction of Lincoln Avenue with the City of Urbana. (See the attached agreement.) The agreement language is essentially the same as presented at the April 11<sup>th</sup> Committee of the Whole meeting.

The total project cost is estimated to be \$3,600,000. The federal share will come from funds programmed by CUUATS in the amount of \$1,400,000. The local share will be split evenly between the county and the city. Each agencies share is not to exceed \$1,100,000.

### Location Study Design Report Update

The first requirement for this project is to update the 1999 Location Study Design Report. This update will study the recently chosen "purple" alignment to evaluate environmental impacts. This update also will perform preliminary engineering to determine the alignment geometry and provide an updated cost estimate for the project. This study is expected to be completed within the next eighteen months.

The engineering services fees for the location study design report is \$120,000. To help with funding this report, CUUATS at its May 11<sup>th</sup> meeting approved using federal Surface Transportation Program funds in the amount of \$60,000. Champaign County has agreed in the attached intergovernmental agreement to share equally with the City of Urbana the local share in the amount of \$30,000. The city contribution is \$30,000. Attached is a Local Agency Agreement for Federal Participation with IDOT that is recommended to be approved in order to capture federal dollars to help fund this report update.

## **Fiscal Impact**

The city share for the location study design report update is \$30,000. These funds will come from the state's allocation of Motor Fuel Tax money distributed to the city. A motor fuel tax resolution and a budget amendment ordinance are attached.

The city share for the balance of the project costs will be programmed in the Capital Improvement Plan in future fiscal years and the revenue is expected to come from motor fuel taxes.

## **Recommendation**

It is recommended the following be approved:

- A Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement with the County of Champaign for the Design, Land Acquisition and Construction of North Lincoln Avenue
- A Resolution Authorizing the Execution of a Local Agency Agreement for Federal Participation (Lincoln Avenue Location Study Update)
- A Resolution for Improvement by Municipality Under the Illinois Highway Code (Lincoln Avenue Location Study Update)
- An Ordinance Revising the Annual Budget Ordinance (Lincoln Avenue Location Study-- 2011)

RESOLUTION NO. 2011-05-015R

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF CHAMPAIGN  
FOR THE DESIGN, LAND ACQUISITION AND CONSTRUCTION OF NORTH LINCOLN AVENUE

WHEREAS, the City of Urbana has a population of more than 25,000 and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

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

WHEREAS, 65 ILCS 5/11-91.2-1 and 605 ILCS 5/5-102, 5-105, 5-408, 5-410, 5-410.1, 7-101 and 9-101 all provide statutory authority for 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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the INTERGOVERNMENTAL AGREEMENT FOR THE DESIGN, LAND ACQUISITION AND CONSTRUCTION OF LINCOLN AVENUE BETWEEN THE CITY OF URBANA AND THE COUNTY OF CHAMPAIGN, in substantially the form of the copy of said Agreement, attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

Section 3. That the Mayor is authorized to take such actions as are required of the City under the Agreement.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

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

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

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

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

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

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

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

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

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

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

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

**Paragraph 1. Definitions**

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

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

**Paragraph 2. Projects**

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

**Paragraph 3. Lead Agency**

Urbana shall be the lead agency for Project X.

**Paragraph 4. Engineering and Other Services**

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

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

**Paragraph 5: Right of Way Acquisition**

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

**Paragraph 6: Construction**

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

**Paragraph 7: Jurisdiction**

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

**Paragraph 8. Timing**

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

**Paragraph 9. Maps**

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

**Paragraph 10. Funding**

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



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

**Paragraph 11. Other Moneys or Grants**

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

**Paragraph 12. Invoices.**

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

**Paragraph 13. Effective Date of Agreement**

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

**Paragraph 14. Termination**

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

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

**Paragraph 15. Amendment**

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

**Paragraph 16. Notices**

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF URBANA

COUNTY OF CHAMPAIGN

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

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

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

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

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

\_\_\_\_\_  
City Council Approval Date

\_\_\_\_\_  
County Board Approval Date

RESOLUTION NO. 2011-05-016R

A RESOLUTION AUTHORIZING EXECUTION OF A LOCAL AGENCY AGREEMENT  
FOR FEDERAL PARTICIPATION WITH THE ILLINOIS DEPARTMENT OF  
TRANSPORTATION  
(Lincoln Avenue location study update)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

An Agreement between the City of Urbana, Illinois, and the Illinois Department of Transportation, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

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

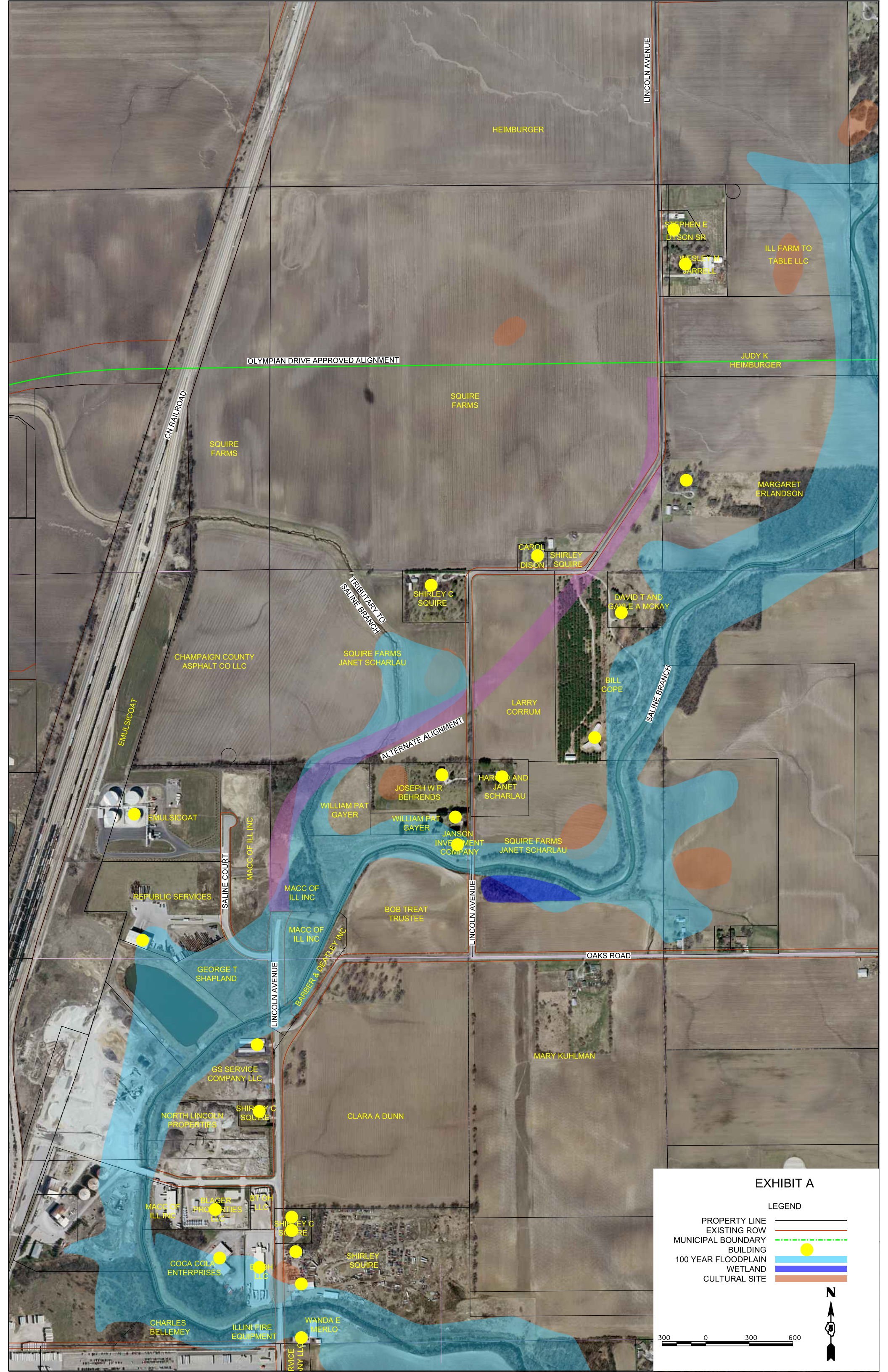
Motion was made by Alderman \_\_\_\_\_, seconded by Alderman \_\_\_\_\_ that the Resolution be adopted.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

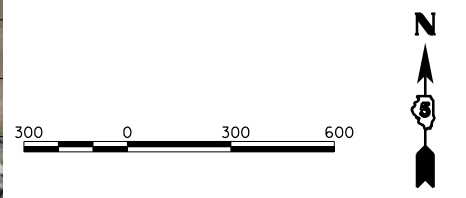
\_\_\_\_\_  
Laurel Lunt Prussing, Mayor



**EXHIBIT A**

**LEGEND**

- PROPERTY LINE
- EXISTING ROW
- MUNICIPAL BOUNDARY
- BUILDING
- 100 YEAR FLOODPLAIN
- WETLAND
- CULTURAL SITE





**Illinois Department  
of Transportation**

**Local Agency Agreement  
for Federal Participation**

Local Agency Urbana, City of	State Contract	Day Labor	Local Contract X	RR Force Account
Section 11-00334-01-EG	Fund Type STU	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-95-328-11	M-5181(048)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans 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 Lincoln Ave Route FAU 7177 Length \_\_\_\_\_  
Termini I-74 to Olympian Drive

Current Jurisdiction City of Urbana Existing Structure No \_\_\_\_\_

**Project Description**

Update location study.

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering	60,000	( * )		( )	60,000	( Bal )	120,000
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
<b>TOTAL</b>	<b>\$ 60,000</b>		<b>\$</b>		<b>\$ 60,000</b>		<b>\$ 120,000</b>

\*50% STU funds not to exceed \$60,000

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA 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.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share \_\_\_\_\_ 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 LA 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 **LA** 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 **LA**, and **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 **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 the completion of the contract, 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 **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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 **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'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 **LA** will pay to the **STATE**, an amount equal to the **LA**'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.
- (11) (Day Labor or Local Contracts) 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 this agreement is executed, the **LA** 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 this Agreement is executed, the **LA** 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 **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/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 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 **LA**'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 **LA**'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 **LA** 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) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three 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).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the 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. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### 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 **LA**'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 **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** 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) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** 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 **LA**;
- (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.
- (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 or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** 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 **LA** 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 **LA**'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 department 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 **LA** 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.
- (4) In cases where the **STATE** is reimbursing the **LA**, 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.
- (5) 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



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**ADDENDA**

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

Local Agency

Laurel Lunt Prussing

\_\_\_\_\_  
Name of Official (Print or Type Name)

Mayor

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
376000524 conducting business as a Governmental  
Entity.

DUNS Number \_\_\_\_\_

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

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Gary Hannig, Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
(Delegate's Signature)

\_\_\_\_\_  
(Delegate's Name - Printed)

\_\_\_\_\_  
Christine M. Reed, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew R. Hughes, Acting Director of Finance and Administration

\_\_\_\_\_  
Date

ORDINANCE 2011-05-038

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE  
(LINCOLN AVENUE LOCATION STUDY, 2011)

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2010, and ending June 30, 2011, (the "Annual Budget Ordinance") has been duly adopted according to sections 8-2-9.1 et seq. of the Illinois Municipal Code (the "Municipal Code") and Division 2, entitled "Budget", of Article VI, entitled "Finances and Purchases", of Chapter 2, entitled "Administration", of the Code of Ordinances, City of Urbana, Illinois (the "City Code"); and

WHEREAS, the City Council of the said City of Urbana finds it necessary to revise said Annual Budget Ordinance by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, such revision is not one that may be made by the Budget Director under the authority so delegated to the Budget Director pursuant to section 8-2-9.6 of the Municipal Code and section 2-133 of the City Code.

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

Section 1. That the Annual Budget be and the same is hereby revised to provide as follows:

FUND:	State Motor Fuel Tax
ADD EXPENSE:	Lincoln Ave. Study Design Update, \$120,000
ADD REV.:	Fed. Reimb., \$60,000
ADD REV.:	County Reimb., \$30,000
REDUCE :	Fund Balance, \$30,000

Section 2. This Ordinance shall be effective immediately upon passage and approval and shall not be published.

Section 3. This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

AYES:  
NAYS:  
ABSTAINED:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor