

ORDINANCE NO. 2013-12-108

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE
FY 2013-14

(Windsor Road Preliminary Engineering Agreement with IDOT)

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2013, and ending June 30, 2014, (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: Capital Replacement and Improvement Fund
ADD REVENUE: IDOT Reimbursement - Windsor Road - \$250,000
FUND: Capital Replacement and Improvement Fund
ADD EXPENSE: Windsor Rd Rec Philo to Race - \$250,000

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 This Ordinance shall be effective immediately upon passage and approval and shall not be published.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 16th day of December, 2013.

AYES: Ammons, Brown, Madigan, Marlin, Roberts, Smyth,
Prussing


NAYS:

ABSTAINED:



Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 18th day of December, 2013.



Laurel Lunt Prussing, Mayor



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

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March 7, 2014

Ms. Phyllis D. Clark
City Clerk
400 South Vine
Urbana, Illinois 61801

Subject: City: Urbana
Section: 13-00540-00-EG
Job: P-95-305-14
Joint Agreement

Dear Ms. Clark:

The department executed the subject agreement on March 3, 2014. A copy is enclosed.

Sincerely,

James K. Klein, P.E., S.E.
Acting Engineer of Local Roads and Streets

A handwritten signature in black ink, reading "Gregory S. Lupton".

By: Gregory S. Lupton, P.E.
Acting Local Project Implementation Engineer

Enclosure

cc: Laurel Prussing, Mayor
Joseph Crowe Attn: Scott Lackey (Acting) - District 5
Jeff South
Joanne Woodworth, Attn: Project Control

Local Agency Urbana, City of	 Illinois Department of Transportation Local Agency Agreement for State Participation	Job Number - Construction
Section 13-00540-00-EG		Job Number - Engineering/ROW P-95-305-14

This Agreement is made and entered into between the above local agency hereinafter referred to as "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 shown below.

Location

Local Name Windsor Road Route FAU 7145 Length 1.14 mi.

Termini Race Street to Philo Road

Current Jurisdiction City Urbana

Project Description

Preliminary Engineering for the reconstruction of PCC pavement

Division of Cost

Type of Work	STATE	LA	Total
Participating Construction			0
Non-Participating Construction			0
Preliminary Engineering	250000	Bal	250,000
Construction Engineering			0
Right-of-Way			0
			0
TOTAL	\$250,000	\$ 0	\$250,000

Note: State funds not to exceed \$250,000. Balance shall be the responsibility of the Local Agency

Payment Method (check one): SEE EXHIBIT B

- Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.
- The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. 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.
3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
7. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. 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 of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. 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).
9. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
10. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
11. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency Urbana, City of	Section 13-00540-00-EG
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EXHIBITS

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

Exhibit A - Location Map

Exhibit B - Payment Method

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.)

Laurel Lunt Prussing 1/17/14
(Signature) Date

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

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

Ann L. Schneider 3/3/14
Ann L. Schneider, Secretary of Transportation Date

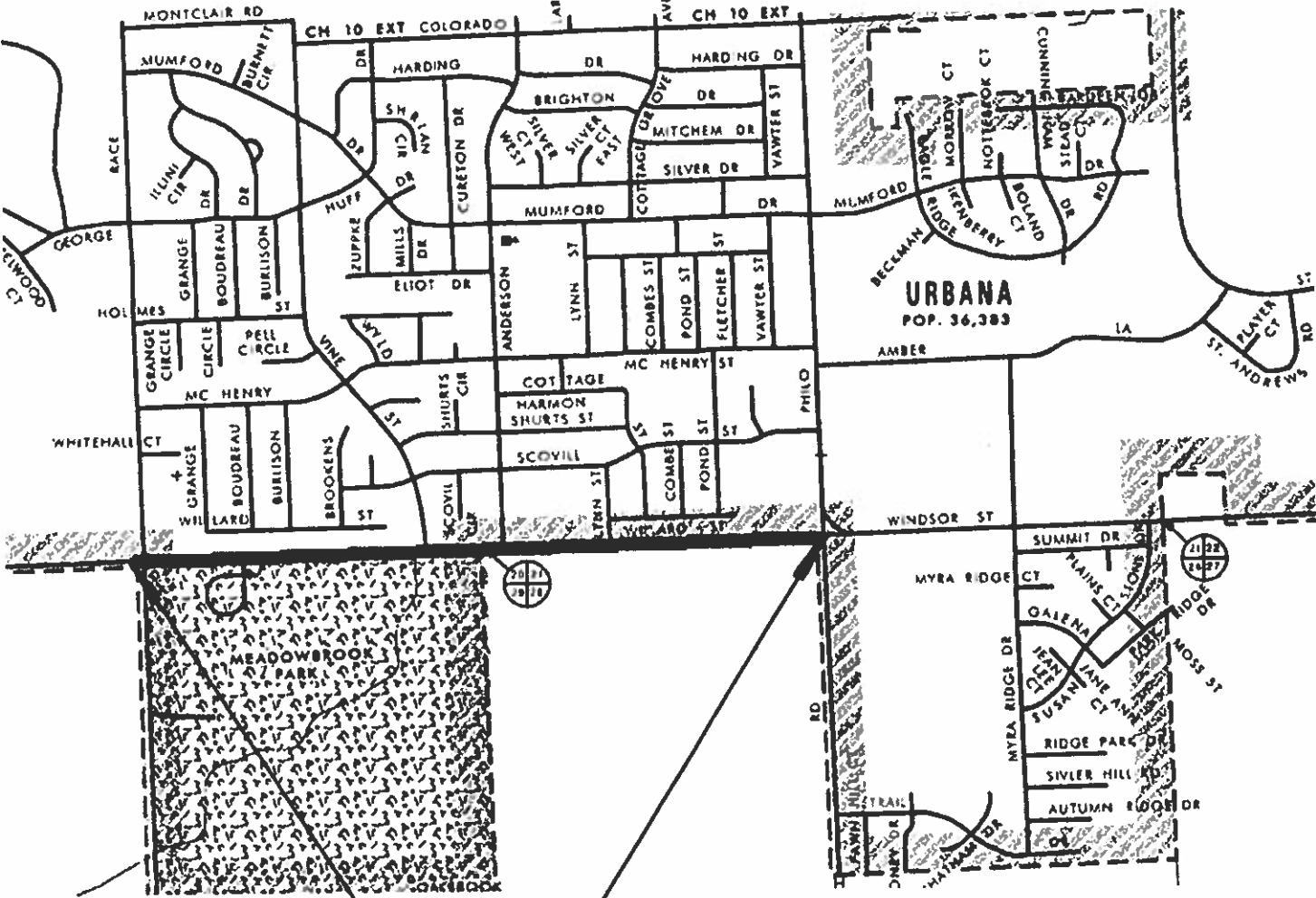
Omer Osman 2/20/14
Omer Osman, Director of Highways/ Chief Engineer Date

Michael A. Fort 2/14/14
Michael A. Fort, Chief Counsel Date

Tony Smal 2/20/14
Tony Smal, Director of Finance and Administration Date

Local Agency Urbana, City of	Section 13-00540-00-EG
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EXHIBIT A



LOCATION MAP

EXHIBIT B
PAYMENT METHOD

The STATE will reimburse the LA for the STATE's share of the Preliminary Engineering on the basis of periodic billings provided said billings contain sufficient cost information and include orders of payment by the LA. The final invoice will reflect the incurred cost of the improvement, less previous payments, no later than one year from the date of completion of the improvement. If a final invoice is not received within one year of completion of the improvement the most recent invoice will be considered the final invoice and the obligation of funds will be closed.