

RESOLUTION NO. 2010-03-008R

**A RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE AN AGREEMENT WITH THE ILLINOIS DEPARTMENT  
OF TRANSPORTATION REGARDING OLYMPIAN DRIVE**

WHEREAS, the City of Urbana, an Illinois municipal corporation, has a population in excess of 25,000 and is a home rule entity pursuant to Article 7, §6 of the Constitution of the State of Illinois and 65 ILCS 5/1-1-10; and

WHEREAS, the City of Urbana has determined to undertake certain improvements on and along Olympian Drive in cooperation with the City of Champaign and the County of Champaign; and

WHEREAS, it is necessary for the State of Illinois Department of Transportation (IDOT) to reimburse the City of Urbana for certain expenditures concomitant with the Olympian Drive project; and

WHEREAS, IDOT requires certain Agreements to be executed in order for the City to receive said reimbursement.

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

Section 1. That the Mayor of the City of Urbana, Illinois be, and the same is, hereby authorized to execute and deliver any Agreements between the City of Urbana and the State of Illinois Department of Transportation with regard to the Olympian Drive project, 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.

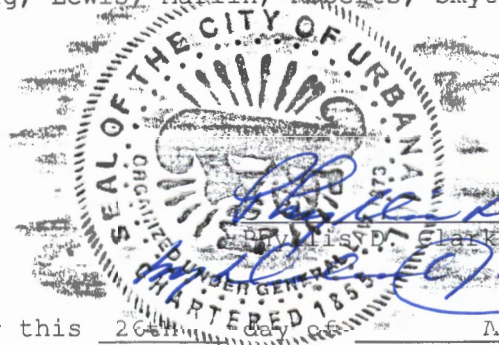
Section 2. That the Mayor is authorized to take such actions as are required of the City under the Agreement.

PASSED by the City Council this 19th day of April,  
2010 .

AYES: Bowersox, Gehrig, Lewis, Marlin, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:



*William D. Clark*  
William D. Clark, City Clerk  
*Deputy Clerk*

APPROVED by the Mayor this 26th day of April,  
2010 .

*Laurel Lunt Prussing*  
Laurel Lunt Prussing, Mayor

MFILE



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

JUN 10 '10 PM 1:12

June 8, 2010

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

LRS JUN 10 '10 PM 2:50

Subject: City of Urbana  
Section 95-00298-00-EG  
Job No. P-95-337-10  
R-95-338-10

Dear Ms. Clark:

The attached joint agreement for the subject section was executed by the department on June 7, 2010.

Sincerely,

A handwritten signature in cursive script that reads "Darrell Lewis".

Darrell W. Lewis, P.E.  
Acting Engineer of Local Roads and Streets

Attachment

cc: William Gray, Municipal Engineer  
Joseph E. Crowe, District 5 Attn: David Speicher  
Joanne Woodworth, Acting Attn: Project Control  
Jeff South

Local Agency Urbana, City of	 <b>Illinois Department of Transportation</b> <b>Local Agency/State Agreement</b>	Job Number - Construction
Section 95-00298-00-EG		Job Number - Engineering/ROW P-95-337-10/R-95-338-10

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 Olympian Drive Route FAP 813 Length 6.13 miles

Termini Duncan Road to US 45

Current Jurisdiction City of Urbana, City of Champaign, and Champaign County

#### Project Description

Preliminary engineering and land acquisition

#### Division of Cost

Type of Work	STATE	LA	Total
Participating Construction			0
Non-Participating Construction			0
Preliminary Engineering	1,750,000	Balance	1,750,000
Construction Engineering			0
Right-of-Way	3,250,000	Balance	3,250,000
			0
			0
<b>TOTAL</b>	<b>\$5,000,000</b>	<b>\$ 0</b>	<b>\$ 0</b>
			<b>\$5,000,000</b>

Note: 100% Illinois Jobs Now funding not to exceed \$5,000,000. Balance is the responsibility of the LA.

#### Payment Method (check one):

- ☐ Upon award of the project and request of payment from the LA, the STATE will pay the LA 100% its share of the project costs.
- ☐ 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. 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.
  3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
  4. 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.
  5. 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.
  6. 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.
  7. 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).
  8. 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.
  9. 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.
  10. 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.
  11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
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Local Agency Urbana, City	Section 95-00298-00-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

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  
(Print or Type Name)

Mayor

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

 4/20/10  
(Signature) Date

TIN Number 376000524

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

APPROVED

State of Illinois  
Department of Transportation

Gary Harnig, Secretary of Transportation

6-7-10  
Date

By:

Delegate's Signature)

(Delegate's Name -Printed)

 6/7/10  
Christine M. Reed, Director of Highways/Chief Engineer Date

 6-2-10  
Ellen J. Schanzle-Haskins, Chief Counsel Date

 6-4-10  
James C. McDaniel, Director of Finance and Administration Date

Local Agency  
URBANA, CITY

Section  
95-00298-00-EG



