

**CHAMPAIGN COUNTY BOARD  
HIGHWAY & TRANSPORTATION COMMITTEE**  
**County of Champaign, Urbana, Illinois**  
**Friday – November 7, 2014 – 9:00 a.m.**

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Highway Building Conference Room  
1605 East Main Street, Urbana

**Committee Members:**

Lorraine Cowart – Chair	Jim McGuire
Lloyd Carter – Vice-Chair	Diane Michaels
Christopher Alix	Max Mitchell
John Jay	Michael Richards

**AGENDA**

**Page**

- |       |   |    |
|-------|---|----|
| I.    | Call to Order   |    |
| II.   | Roll Call   |    |
| III.  | Approval of Agenda/Addendum   |    |
| IV.   | Public Participation  |    |
| V.    | Approval of Minutes – October 3, 2014   | 1  |
| VI.   | County & Township Motor Fuel Tax Claims – October 2014  | 6  |
| VII.  | Resolution Appropriating County MFT Funds for FY2015 County Roads Maintenance – Section #15-00000-00-GM   | 8  |
| VIII. | Resolution giving Authority to the County Board Chair to sign a Joint Agreement with the Illinois Department of Transportation for the Construction of County Highway 1 (Dewey-Fisher Road) – Section #12-00432-00-RS | 10 |
| IX.   | Resolution Appropriating \$400,000.00 from Federal Aid Matching Tax Funds for the construction of CH. 1 (Dewey-Fisher Road) – Section #12-00432-00-RS.  | 18 |
| X.    | Resolution Appropriating \$1,775,000.00 from County Motor Fuel Tax Funds for the construction of CH. 1 (Dewey-Fisher Road) – Section #12-00432-00-RS  | 19 |
| XI.   | Township Road District Petitions and Resolutions  |    |
| A.    | Petition – Hensley-Somer Road District – Box Culvert Replacement  | 21 |
| B.    | Petition – Newcomb Road District – 2 Box Culvert Replacements   | 24 |
| C.    | Petition – Ludlow Road District – 2 Box Culvert Replacements  | 27 |
| D.    | Petition – Crittenden Road District – Box Culvert Replacement   | 30 |
| E.    | Petition – Sadorus Road District – Box Culvert Replacement  | 33 |
| F.    | Petition – Compromise Road District – Box Culvert Replacement   | 36 |
| G.    | Petition – Brown Road District – Bridge Deck Replacement  | 39 |
| XII.  | Resolution Authorizing the County Board Chair to sign a Road Use Agreement with Ameren Transmission Company of Illinois   | 42 |

Champaign County strives to provide an environment welcoming to all persons regardless of disabilities, race, gender, or religion.  
Please call 217-384-3776 to request special accommodations at least 2 business days in advance.

- XIII. Budget Amendment – County Bridge Fund
- XIV. Olympian Drive Update
- XV. Designation of Items to be placed on consent agenda
- XVI. Other Business  
Approval of Closed Session Minutes – October 3, 2014
- XVII. Adjournment

Committee Meetings and County Board Meetings are broadcast on Comcast Public Access and at  
<http://www.ustream.tv/channel/champco1776>

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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**

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DATE: Friday, October 3, 2014  
TIME: 9:00 a.m.  
PLACE: Highway Building Conference Room  
1605 East Main, Urbana, IL

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**Committee Members**

<b>Present</b>	<b>Absent</b>
Lorraine Cowart (Chair)	
	Lloyd Carter (Vice Chair)
	Christopher Alix
John Jay	
Jim McGuire	
Diane Michaels	
	Max Mitchell
Michael Richards	

**County Staff:** Jeff Blue (County Engineer), Deb Busey (County Administrator), Rita Morocoima-Black (RPC), Ashlee McLaughlin (RPC) Linda Lane (Recording Secretary)

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**MINUTES**

**I. Call to Order**

Committee Chair Cowart called the meeting to order at 9:11 a.m.

**II. Roll Call**

A verbal roll call was taken and a quorum was declared present.

**III. Approval of Agenda/Addendum**

A. Highway & Transportation Committee Meeting – October 3, 2014

**MOTION** by Ms. Michaels to approve the agenda; seconded by Mr. Richards. Upon vote, the **MOTION CARRIED unanimously.**

**IV. Public Participation**

None

**V. Approval of Minutes**

A. August 8, 2014

**MOTION** by Mr. Jay to approve the August 8, 2014 Highway & Transportation meeting minutes; seconded by Richards. Upon vote, the **MOTION CARRIED unanimously.**

**VI. County and Township Motor Fuel Tax Claims – August & September 2014**

43 **MOTION** by Ms. Michaels to receive and place on file the County and Township Motor Fuel Tax Claims for  
44 August and September 2014; seconded by Mr. Jay. Ms. Michaels asked for clarification about the number  
45 of right-of-way purchases. Mr. Blue said they were for Dewey-Fisher Road. Upon vote, the **MOTION**  
46 **CARRIED unanimously.**  
47

48 **VII. Petition & Resolution – Pesotum Road District – Bridge Repair – Two Bridges**

49 Mr. Blue stated that this repair is for erosion control repairs for two bridges that will be repaired with rip-  
50 wrap. **MOTION** by Mr. Jay to approve; seconded by Ms. Michaels. Mr. Maxwell asked if it will be stabilizer  
51 or a regular repair. Mr. Blue replied it will be stabilizer. Upon vote, the **MOTION CARRIED unanimously.**  
52

53 **VIII. Approval of Long Range Transportation Plan**

54 Mr. Blue explained that this resolution was drafted by the CUUATS staff for approval of the Long Range  
55 Transportation Plan. He noted that part of it was presented here and the full LRTP was presented at the  
56 last County Board meeting. He said they are asking for approval of the LRTP. He noted that Ms.  
57 Morocoima-Black is available to answer any questions. **MOTION** by Mr. Richards to approve the Long  
58 Range Transportation Plan; seconded by Mr. McGuire.  
59

60 Mr. McGuire asked if it was the plan that was presented to the Board or was it the same one presented  
61 here. Ms. Morocoima-Black said more was presented to the Board. She noted that the last five chapters  
62 that included the different projects and the budget had been added. She stated the document was put  
63 out three days ago for public comment and will be out for one month. Ms. Morocoima-Black said they  
64 sent letters to everybody letting them know the document is out. She noted the presentation at the  
65 September County Board meeting was more extensive than what was presented here.  
66

67 Ms. Michaels commented that she didn't understand the parameters of the plan and wanted to know if  
68 they were asking for approval that they've done a study and they're presenting a plan, or to approve the  
69 items that are going to be put into effect. Ms. Morocoima-Black replied they are asking for approval of  
70 the document which includes projects that will be implemented in the future. Ms. Michaels said that she  
71 didn't think she will support that at this time.  
72

73 Ms. Busey commented the plan is posted on the web site and there are a couple of weeks before the  
74 County Board meeting where there will be an official vote on it. She said if this committee is not  
75 comfortable in voting yes or no she strongly urged them to vote to forward it to the County Board for  
76 consideration.  
77

78 Mr. McGuire inquired if there is a reason it has to be voted on at the next County Board meeting. He said  
79 he can't vote for something that he hasn't looked at that was brought to the committee two days after it  
80 was done. Ms. Busey stated it will have been posted for nearly four weeks by the time the County Board  
81 will be asked to vote on it. Mr. McGuire stated that this committee is being expected to vote for it now.  
82 He noted that he has said many times that he has had problems with this document from the time it was  
83 first presented to them and that he doesn't know what's in it. Ms. Morocoima-Black stated that when  
84 they made the presentation to the committee they gave the link to the document on the website. She  
85 pointed out that the plan needs to be approved by the end of November by the RPC Board and by early  
86 December by CUUATS. She said if the document is not sent to the Federal Highway Administration they  
87 won't receive funds for planning or any projects for the community beginning January 1.  
88

89 Ms. Michaels asked if there was a summary of the document. Ms. Morocoima-Black answered that the  
90 last two chapters have the funding, projects, and allocations. She said those chapters were not presented  
91 here but were added in September. Ms. McLaughlin clarified that chapter 10 is future condition, chapter  
92 12 is the vision, chapter 13 is funding, and chapter 14 is implementation.  
93

94 Mr. Richards said that there is a long bureaucratic process for this but it has nothing to do with  
95 implementing projects. He noted they are not voting to approve anything in the plan, but something has  
96 to be on the books. He stated it is a check box the feds have to do before federal transportation money is  
97 given. Mr. Richards said they could still possibly get state money. He explained that any project would  
98 have to be voted on by the appropriate bodies and said approval of the plan is not giving the go-ahead for  
99 an item in 2027.

100  
101 Mr. McGuire said this is a plan to determine what they are going to do through 2040 and they are being  
102 asked in three days to decide if they want what's in the plan. He said that he doesn't know if he wants  
103 everything that's in the plan because he hasn't been told what it is until now. He felt it was unfair to the  
104 representatives of the County Board. He felt the people from Mahomet are underserved because Lincoln  
105 Avenue was a mess and noted that Mahomet is part of this study. He felt the document is overly focused  
106 on bikes and mass transit. He said he has no idea from the presentation how much automobile use will  
107 increase in the next 20-30 years and how much their ability to move those types of transportation  
108 through the County will be. He felt it was unfair because it could drastically harm the ability of our  
109 economy. He felt that bringing this to them three days before and asking them to vote on it is a problem.  
110

111 Mr. Richards stated they can pass this to the Board and said he doesn't want everything that's in it either.  
112 He pointed out that this is not obligating them to do any of the projects and said that will be for future  
113 County Boards to decide. Mr. Richards acknowledged that this has been a long process and asked what  
114 could be done to change anything in the plan. Ms. Morocoima-Black explained that the plan is just a  
115 vision for the future in the community. She confirmed that any project that is part of the future plan will  
116 still have to go through the proper committees and agencies for approval.  
117

118 Mr. Jay stated his suggestion was to move it to the County Board without recommendation. He pointed  
119 out that if they don't like it at the County Board level they can vote against it. Ms. Michaels commented  
120 that it gets confusing when approved projects are mixed with visionary projects. She felt they would be  
121 voting for potential projects because they are meshed with the approved projects. Ms. Morocoima-Black  
122 explained that they are voting for future ideas that will be brought to the Board to discuss in detail. Mr.  
123 Jay said he disagrees with what they've been told. He said if this is passed they will say that Highway  
124 approved it when that is not what they really want to do. **MOTION** by Ms. Michaels to amend the motion  
125 and send it to the Full Board; seconded by Mr. Richards.  
126

127 Mr. Maxwell asked if a project comes up that isn't in the document but rises to the top, can it still be  
128 done. Ms. Morocoima-Black replied that this plan is done every five years and they can amend the plan to  
129 include a new project if it is for federal funding. Ms. McLaughlin clarified that the funding is only for  
130 urbanized areas.  
131

132 Mr. McGuire said the problem he has with the situation is it seems they have a whole study but only have  
133 a short time to discuss the program itself before making a decision. He thought it unfair that they don't  
134 have time to digest what is being sent to the federal government. He said that because of the time it  
135 takes to get a project going, changing or adding something after they've approved it is almost impossible.  
136 He stated they aren't given any opportunity to change or add to it and felt that it's unfair to them or any  
137 of the communities involved.  
138

139 Mr. Blue pointed out that this is not a process that Ms. Morocoima-Black and her staff came up with. He  
140 said it's been handed down from FHWA. He said they didn't come up with this yesterday but have been  
141 working on it for 2-½ years. Mr. McGuire said he was talking about it coming out three days ago and  
142 having to vote on it, and then going to the County Board two weeks later. Mr. Blue noted that 80% was  
143 already approved in the 2035 plan and that only 20% is new to the 2040 plan. Ms. Morocoima-Black said  
144 there are no details about the projects for the additional five years. Ms. McLaughlin remarked that the  
145 plan has been out for some time and the Committee and Full Board were provided with links. Ms.

146 Michaels asked if the links were provided by email. Ms. McLaughlin said they were provided in memos in  
147 August and September, but not by email. Mr. McGuire stated that he couldn't find it with all the other  
148 information on the website and the direct link has only out for three days. Ms. Morocoima-Black replied  
149 that it has only been out for three days for public comment, but the committee has had access since the  
150 August presentation. Ms. McLaughlin asked that she be emailed if anyone has trouble with the link or  
151 would like a full copy dropped off to them. Mr. Blue felt it would be a good idea to send the link to the  
152 Full County Board. Ms. McLaughlin said it was in the memo to the Full County Board.  
153

154 Mr. Richards suggested it would be good to have a separate email with the link sent to the Board  
155 regarding this issue only. Ms. Morocoima-Black agreed to send an email with the link to all County Board  
156 members. Upon vote, the **amended MOTION to send to the full board without recommendation**  
157 **CARRIED.**  
158

159 **IX. Illinois Jobs Now – Possible Funds Transfer**

160 Mr. Blue summarized the projects involving Illinois Jobs Now (IJN) money and said the map shows the  
161 Olympian Drive and North Lincoln roadway plan. He said Project A, Apollo Drive to North Lincoln, is under  
162 construction. He stated project C, Clearview subdivision to Duncan Road is proposed to be constructed  
163 next summer. He said the projects are all IJN and federal money with no local funds. Mr. Blue noted that  
164 Project A came in under the engineer's budget. He stated that Mr. Gray from the City of Urbana sent a  
165 letter to Representative Naomi Jakobsson and Senator Mike Frerichs asking that up to \$1.7 million of IJN  
166 money be transferred to the Lincoln Avenue Project (project X), reducing the local share of \$1.1 million in  
167 funds needed.  
168

169 Mr. Richards inquired if our contribution was in-kind staff time or if there is actual money involved. Mr.  
170 Blue said the Lincoln Avenue project has an intergovernmental agreement where the County has pledged  
171 \$1.1 million. Ms. Michaels thought there was no local funding involved, that it was all in-kind for the \$1.1  
172 million. Mr. Blue said it was very clear that there was money involved for Lincoln Avenue. He said that  
173 Olympian Drive was in-kind.  
174

175 **X. Resolution Appropriating Funds for Hensley Township Structure**

176 Mr. Blue explained that this project is unique because a township structure is usually a 50/50 share of  
177 costs. He said there is a State statute that allows a County to pay entirely for a township project. Mr. Blue  
178 said the reason the County is paying the entire cost for this structure is that this replacement is tied  
179 directly to the Dewey-Fisher project. He said it's believed that the under sizing of this structure is causing  
180 some of the flooding on that road and that the County is who wants it replaced. **MOTION** by Mr. Jay to  
181 approve; seconded by Ms. Michaels. Upon vote, the **MOTION CARRIED unanimously.**  
182

183 **XI. Resolution – County Engineer's Salary**

184 Mr. Blue explained that they have a six year contract through 2016 for his salary, but that they have to  
185 pass a resolution every year appropriating the MFT and asking that half the funds be taken from federal  
186 dollars. He said attached to resolution is an agreement that says the County will provide half through the  
187 MFT and the State will offset that with half from federal funds. He said it was passed when his contract  
188 was approved and sent it to IDOT, but IDOT never signed it. Mr. Blue said IDOT won't accept the copy we  
189 signed because Mr. Weibel is no longer the board chair which makes it an inappropriate document for  
190 the IDOT director to sign. **MOTION** by Mr. Jay to approve; seconded by Mr. Richards. Upon vote, the  
191 **MOTION CARRIED unanimously.**  
192

193 **XII. Closed Session Pursuant to 5 ILCS 120/2 (c) to consider the purchase of real Property for use by**  
194 **Champaign County**

195 **MOTION** by Mr. Jay at 9:39 am to enter closed session pursuant to 5 ILCS 120/2 (c) to consider the  
196 purchase of real property for use by Champaign County. He further moved that the County Engineer,

197 County Administrator and Recording Secretary remain present; seconded by Mr. Richards. Upon roll call  
198 vote, the **MOTION CARRIED unanimously**.  
199

200 Ms. Cowart declared the meeting back in open session at 9:48 am.

201

202 **XIII. Semi-Annual Review of Closed Session Minutes**

203 **MOTION** by Mr. Jay at 9:49 am to enter closed session pursuant to 5 ILCS 120/2(c)21 to conduct the semi-  
204 annual review of closed meeting minutes of the County Highway Committee. He further moved that the  
205 County Engineer, County Administrator and Recording Secretary remain present; seconded by Ms.  
206 Michaels. Upon roll call vote, the **MOTION CARRIED unanimously**.  
207

208 Ms. Cowart declared the meeting back in open session at 9:51 am. **MOTION** by Mr. McGuire to keep the  
209 closed meeting minutes closed; seconded by Mr. Jay. Upon vote, the **MOTION CARRIED unanimously**.  
210

211 **XIV. Designation of Items to be Placed on the Consent Agenda**

212 Items VII, X and XI are to be placed on the consent agenda.

213

214 **XV. Other Business**

215 Mr. Blue reported that they are getting close to acquiring the 116 parcels for the Dewey-Fisher project.  
216 He said they started in June and hope to have all documents signed, recorded and paid for by November.  
217 He said he would like to have the project on the State bid letting January 16, 2015 and a contract done by  
218 March or April. Mr. Blue felt the contractor could start in April or May and get 90% of the project done  
219 towards the end of summer.  
220

221 Mr. Jay asked if they had any serious roadblocks acquiring the property. Mr. Blue answered that have  
222 settled agreements for all the properties, but all the documents aren't in hand. Mr. Maxwell asked if the  
223 price was reasonable. Mr. Blue replied that is was. Mr. Maxwell asked if they were dealing with anyone  
224 out of the country. Mr. Blue said one person is in Europe, but that documents can be accepted via fax and  
225 email that couldn't be accepted before. Mr. Maxwell inquired about utilities going across. Mr. Blue said  
226 Eastern Illinois Electric is on the north end and Ameren on the south end, and they are working with both  
227 to make sure power lines get moved to the backside of the right-of-way. He said Frontier  
228 Communications and AT&T are also involved.  
229

230 Mr. Michaels inquired if Mr. Blue had noticed any cracks in the Highway building. Mr. Blue said there are  
231 a few but didn't feel they were structural. He said they are working with Facilities to get the cracks re-  
232 sealed. Mr. Jay asked how long the seal would last. Mr. Blue answered he hadn't talked to a contractor  
233 yet and is waiting for quotes from Facilities. Mr. Jay remarked that more money needs to be put toward  
234 facilities. He said without it he's not sure they can stay ahead of the deterioration. Mr. Jay gave credit to  
235 Ms. Busey and Mr. Brenner for getting an assessment of the condition of the buildings. Ms. Cowart asked  
236 if there is any money in Mr. Blue's budget for any repairs needed. Mr. Blue answered yes.  
237

238 **XVI. Adjournment**

239 There being no further business, Ms. Cowart adjourned the meeting at 10:10 a.m.

# CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE  
COUNTY ENGINEER

1605 E. MAIN STREET

(217) 384-3800  
FAX (217) 328-5148

URBANA, ILLINOIS 61802

November 7, 2014

## COUNTY MOTOR FUEL TAX CLAIMS FOR OCTOBER

<u>Req. No.</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
102	Applied Research Associates	FY-13 Pavement & Sign Maintenance Section #05-00401-01-ES	21,700.00
103	Open Road Asphalt Company	4.95 T. Cold Mix	594.00
104	Open Road Asphalt Company	7.06 T. Cold Mix	847.20
105	Fehr Graham	Engineering Fees – CH. 1 (Dewey-Fisher Rd) Section #12-00432-00-RS	20,883.18
106	Allan C. Campbell	Right of Way Purchase – Parcels 5 & 7 CH. 1 – #12-00432-00-RS	10,960.00
107	Ronald E. Hammel	Right of Way Purchase & Fence Replacement Parcels #6 & 13 - CH. 1 - #12-00432-00-RS	9,264.00
108	Richard E. Hammel	Right of Way Purchase & Fence Replacement Parcels #8 & 11 – CH. 1 - #12-00432-00-RS	12,649.00
109	Amy Kesler	Right of Way Purchase – Parcel #18 CH.1- #12-00432-00-RS	1,830.00
110	Kurt Kesler	Right of Way Purchase – Parcel #18 CH. 1 - #12-00432-00-RS	610.00
111	Jacob Kesler	Right of Way Purchase – Parcel #18 CH. 1 - #12-00432-00-RS	610.00
112	Hindu Temple & Cultural Society of Central Illinois	Right of Way Purchase – Parcel #30 CH. 1 - #12-00432-00-RS	1,810.00
113	Helen E. Carmien	Right of Way Purchase – Parcel #51 CH. 1 - #12-00432-00-RS	1,290.00
114	Steven J. Hammel	Right of Way Purchase – Parcel #71 CH. 1 - #12-00432-00-RS	975.00
115	Beth Alena Kircher Trust	Right of Way Purchase – Parcel #74 CH. 1 - #12-00432-00-RS	1,905.00
116	Milton R. Ingleman Living Trust	Right of Way Purchase – Parcel #74 CH. 1 - #12-00432-00-RS	1,905.00
117	Randall S. Cates	Right of Way Purchase – Parcels #81 & 87 CH. 1 - #12-00432-00-RS	7,254.00
118	Helen M. Hoffman	Right of Way Purchase – Parcel #57 CH. 1 - #12-00432-00-RS	1,140.00
119	Newman Traffic Signs	Stop Sign	120.53
120	Orr Farms, Inc.	Right of Way Purchase – Parcel #101 CH. 1 - #12-00432-00-RS	2,700.00
121	Varsity Striping	FY-14 Pavement Striping Section #14-00000-01-GM	35,322.82
122	Chicago Title	Title Search – CH. 1 - #12-00432-00-RS Parcels #33; 56; 66; 67 & 112	1,015.00
123	Lehigh Hanson	49.33 T. CA-6/10	513.03
124	Chicago Title Company	Title Search – CH. 1 - #12-00432-00-RS Parcels #65; 68 & 103	609.00



# CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE  
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URBANA, ILLINOIS 61802

November 7, 2014

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## COUNTY MOTOR FUEL TAX CLAIMS FOR OCTOBER (cont'd)

<u>Req. No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
125	Howard M. Winston	Right of Way Purchase – Parcels #82 & 86 CH. 1 - #12-00432-00-RS	1,723.34
126	Susan Akers	Right of Way Purchase – Parcels #82 & 86 CH. 1 - #12-00432-00-RS	1,723.33
127	Ellen W. Stonner	Right of Way Purchase – Parcels #82 & 86 CH. 1 - #12-00432-00-RS	1,723.33
128	Cecil Herbsleb	Right of Way Purchase – Parcel #112 CH. 1 - #12-00432-00-RS	1,100.00
129	LA Gourmet Catering, LLC	Right of Way Purchase – Parcel #33 CH. 1 - #12-00432-00-RS	690.00
130	Havolynn L. Longwill	Right of Way Purchase – Parcel #103 CH. 1 - #12-00432-00-RS	310.00
131	Elizabeth Seeber Murphy Living Trust	Right of Way Purchase – Parcel #65 CH. 1 - #12-00432-00-RS	630.00
132	Marie F. Seeber Non-exempt GST Trust	Right of Way Purchase – Parcel #65 CH. 1 - #12-00432-00-RS	630.00
133	La Roi Family Farm, LLC	Right of Way Purchase – Parcels #66; 67 & 68 CH. 1 - #12-00432-00-RS	4,690.00
134	Illinois Association of County Officials	Registration – 2014 Fall Conference Peoria, IL – 11/23-11/25/14	160.00
135	Chicago Title Company	Title Search – CH. 1 #12-00432-00-RS Parcels #35; 57; 49 & 18	812.00
			<hr/> <b>\$ 150,698.76</b>

## TOWNSHIP MOTOR FUEL TAX CLAIMS FOR OCTOBER

<u>Req. No.</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
92	Illiana Construction Company	Harwood – 26,616.10 Gal. HFE-90	63,080.18
93	Illiana Construction Company	Hensley – 15,128.45 Gal. HFE-90	35,854.43
94	Illiana Construction Company	Raymond – 48.78 T. CA-16	748.77
95	Tuscola Stone Company	Crittenden - 24.40 T. CA-14	353.07
96	Tuscola Stone Company	Raymond – 99.94 T. CA-16	1,534.08
97	EAGC	Newcomb – Construction of Salt Shed	8,190.00
98	Blager Concrete Company	Newcomb – Concrete for Salt Shed Construction	1,295.00
			<hr/> <b>\$ 111,055.53</b>

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

RESOLUTION APPROPRIATING COUNTY MOTOR FUEL TAX FUNDS  
FOR COUNTY ROADS MAINTENANCE  
FOR THE PERIOD FROM  
JANUARY 1, 2015 THRU DECEMBER 31, 2015  
SECTION #15-00000-00-GM

BE IT RESOLVED, The County Board of Champaign, that there is hereby appropriated the sum of Seven Hundred Fifty-six Thousand Seven Hundred Eighty Dollars (\$756,780.00) from the County's Motor Fuel Tax allocations for County Roads Maintenance and meeting the requirements of the Illinois Highway Code; and

BE IT FURTHER RESOLVED, That the above designated County Roads be maintained under the provisions of said Illinois Highway Code during the year ending December 31, 2015; and

BE IT FURTHER RESOLVED, That the County Engineer shall, as soon as practicable after the close of the period as given above, submit to the Illinois Department of Transportation, Division of Highways, on forms furnished by said Department, a certified statement showing expenditures from the balances remaining in the appropriation; and

BE IT FURTHER RESOLVED, That the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, Springfield, Illinois, through its District Engineer.

PRESENTED, ADOPTED, APPROVED AND RECORDED This 20<sup>th</sup> day of November A.D., 2014.

\_\_\_\_\_  
Alan Kurtz, 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 November 20, 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., 2014.

(SEAL) \_\_\_\_\_ County Clerk

APPROVED

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
District Engineer

RESOLUTION NO.

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR  
TO SIGN A JOINT AGREEMENT WITH IDOT FOR  
COUNTY HIGHWAY 1  
SECTION #12-00432-00-RS

WHEREAS, Champaign County and the Illinois Department of Transportation are desirous to enter into an Illinois Department of Transportation/Local Agency Agreement for Federal Participation to improve County Highway 1 from the North city limits of Champaign to U.S. Route 136;


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 20<sup>th</sup> day of November A.D. 2014.

\_\_\_\_\_  
Alan Kurtz, 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

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency Champaign County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 12-00432-00-RS	Fund Type STR/HSIP/TARP	ITEP and/or SRTS Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-319-13	RS-HSIP-0519(111)				

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 prepared by, or on behalf of the LA, 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 N Mattis Ave Route FAS 519 Length 10.6 mi.  
Termini US Route 136 to City of Champaign NCL

Current Jurisdiction Champaign County TIP Number CC-14-02 Existing Structure No N/A

**Project Description**

Milling and placing HMA overlay; improve safety by widening shoulder with HMA and aggregate, rumble strips and new pavement markings, regrading ditches, and improving intersections; installing culverts; and constructing new ditches.

**Division of Cost (SEE ADDENDA NO 1)**

Type of Work	%	%	LA	%	Total
Participating Construction	( )	( )	( )	( )	
Non-Participating Construction	( )	( )	( )	( )	
Preliminary Engineering	( )	( )	( )	( )	
Construction Engineering	( )	( )	( )	( )	
Right of Way	( )	( )	( )	( )	
Railroads	( )	( )	( )	( )	
Utilities	( )	( )	( )	( )	
Materials					
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____	

**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.

**Local Agency Appropriation**

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

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

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
METHOD C---LA'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 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** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement. The **LA** will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing 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** within thirty (30) calendar days of receipt, 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.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 **LA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LA**, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (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** expends \$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 expend less than \$500,000 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 **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 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 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.
- (4) 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.
- (5) 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.
- (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



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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- Division of Cost; Number 2 – Location Map; Number 3 – Local Appropriation Resolution; Number 4 - 80,000 Lb Truck Route Resolution*

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(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

Alan Kurtz

\_\_\_\_\_  
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

\_\_\_\_\_  
Erica J. Borggren, Acting Secretary

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Forti, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tony Small, Director of Finance and Administration

\_\_\_\_\_  
Date

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

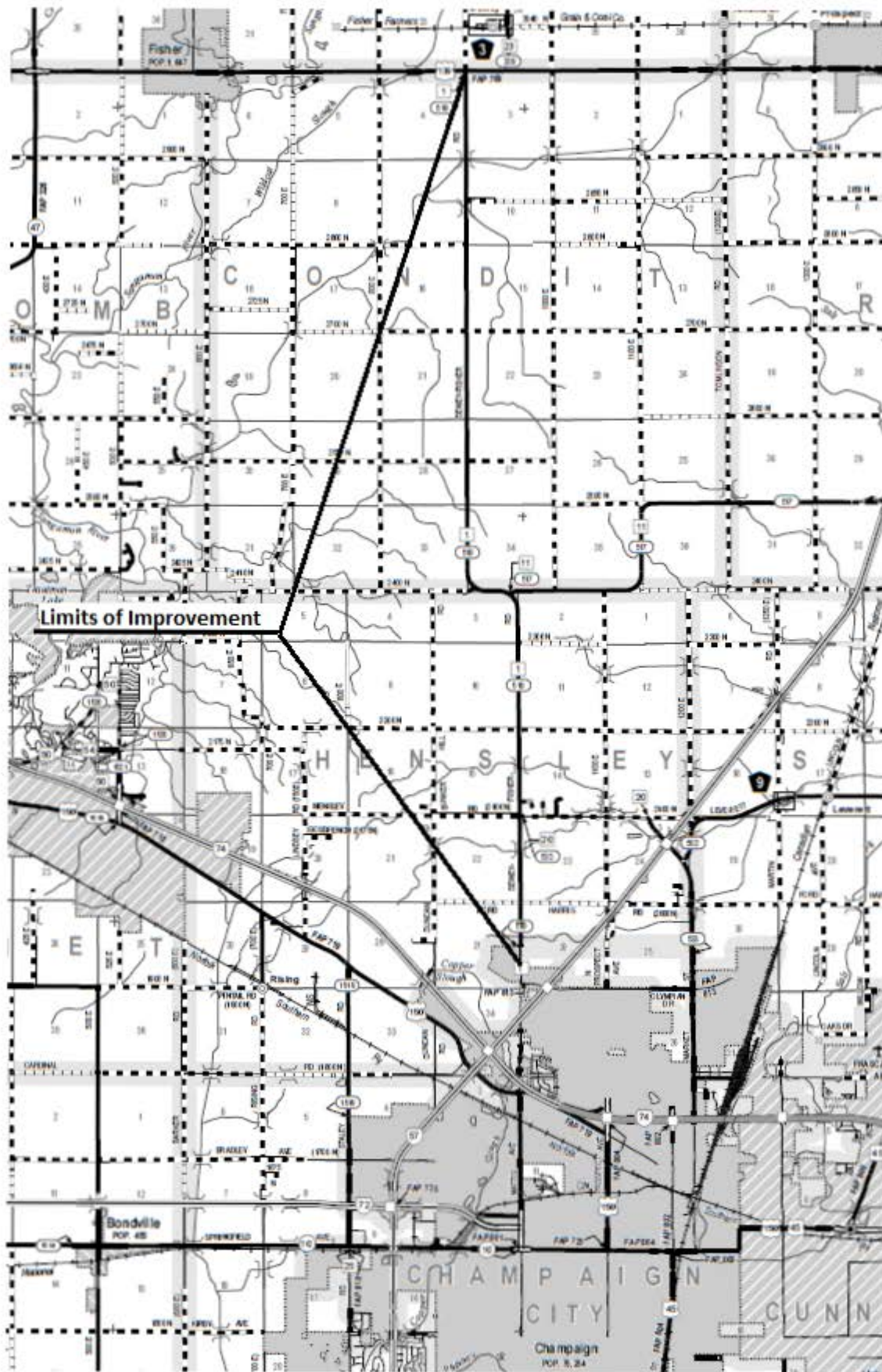
**ADDENDA NO 1**

Division of Cost									
Type of Work	TARP	%	HSIP	%	STR	%	LA	%	Total
Participating Construction	\$900,900.00	(1)	\$855,000.00	(2)	\$3,010,000.00	(3)	\$2,174,100.00	(4)	\$6,940,000.00
Non-Participating Construction									
Preliminary Engineering									
Construction Engineering									
Right of Way									
Railroads									
Utilities									
<b>TOTAL</b>	<b>\$900,900.00</b>		<b>\$855,000.00</b>		<b>\$3,010,000.00</b>		<b>\$2,174,100.00</b>		<b>\$6,940,000.00</b>

**Note**

- (1) Lump Sum \$900,900 TARP Funds NTE 50% of the final cost of the project to be used first as a match to the federal funds.
- (2) 90% HSIP Funds NTE \$855,000 to be used second.
- (3) Balance - 80% STR Funds NTE \$3,010,000 to be used third.
- (4) Any remaining balance shall be the responsibility of the LA.

ADDENDA NO 2



LOCATION MAP

RESOLUTION NO.

RESOLUTION APPROPRIATING \$400,000.00 FROM  
COUNTY FEDERAL AID MATCHING TAX FUND  
FOR THE CONSTRUCTION OF  
COUNTY HIGHWAY 1  
SECTION #12-00432-00-RS

**BE IT RESOLVED**, By the County Board of Champaign County, Illinois, that County Highway 1 (Dewey-Fisher Road) from the North City limits of the City of Champaign northerly to U.S. Route 136, a distance of approximately 11 miles, in Champaign County is in need of improvement; and

**BE IT FURTHER RESOLVED**, That the type of improvement shall consist of widening and resurfacing and shall be designated as Section #12-00432-00-RS; and

**BE IT FURTHER RESOLVED**, That the improvement shall be by contract.

**NOW, THEREFORE, BE IT RESOLVED**, That there is hereby appropriated the sum of Four Hundred Thousand Dollars (\$400,000.00) from the County's Federal Aid Matching Tax Funds for the construction of this project.

**PRESENTED, ADOPTED, APPROVED and RECORDED** this 20<sup>th</sup> day of November A.D., 2014.

\_\_\_\_\_  
Alan Kurtz, 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.

RESOLUTION APPROPRIATING \$1,775,000.00 FROM  
COUNTY MOTOR FUEL TAX FUNDS  
FOR THE CONSTRUCTION OF  
COUNTY HIGHWAY 1  
SECTION #12-00432-00-RS

**BE IT RESOLVED**, By the County Board of Champaign County, Illinois, that County Highway 1 (Dewey-Fisher Road) from the North City limits of the City of Champaign northerly to U.S. Route 136, a distance of approximately 11 miles, in Champaign County is in need of improvement; and

**BE IT FURTHER RESOLVED**, That the type of improvement shall consist of widening and resurfacing and shall be designated as Section #12-00432-00-RS; and

**BE IT FURTHER RESOLVED**, That the improvement shall be by contract.

**NOW, THEREFORE, BE IT RESOLVED**, That there is hereby appropriated the sum of One Million Seven Hundred Seventy-five Thousand Dollars (\$1,775,000.00) from the County's Motor Fuel Tax Funds for the construction of this project, and

**BE IT FURTHER RESOLVED**, That the County Clerk is hereby directed to transmit three (3) certified copies of this resolution to the Illinois Department of Transportation, District Engineer, in Paris, Illinois

**PRESENTED, ADOPTED, APPROVED and RECORDED** this 20<sup>th</sup> day of November A.D., 2014.

\_\_\_\_\_  
Alan Kurtz, 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 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 November 20, 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. 2014.

(SEAL) \_\_\_\_\_ County Clerk

APPROVED

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
District Engineer

PETITION

Petitioners, Robert Sherman and Rick Wolken, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioners state the following:

1. Petitioners are the duly elected Highway Commissioners for the Hensley and Somer Road Districts, Champaign County, Illinois; and
2. There is a culvert located on the Township Line between Sections 13 & 18, 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 \$20,600.00, which will be more than .02% of the value of all the taxable property in the Hensley and Somer Road Districts, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Hensley and Somer Road Districts 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 Hensley and Somer Road Districts are prepared to pay one-half of the cost of the replacement of said structure.

Respectfully submitted,

Robert Sherman  
Commissioner of Highways of  
Hensley Road District,  
Champaign County, Illinois

Rick Wolken  
Commissioner of Highways of  
Somer Road District  
Champaign, 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 Hensley and Somer Road Districts.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Hensley and Somer Road Districts.
6. This Resolution shall become effective upon its adoption.

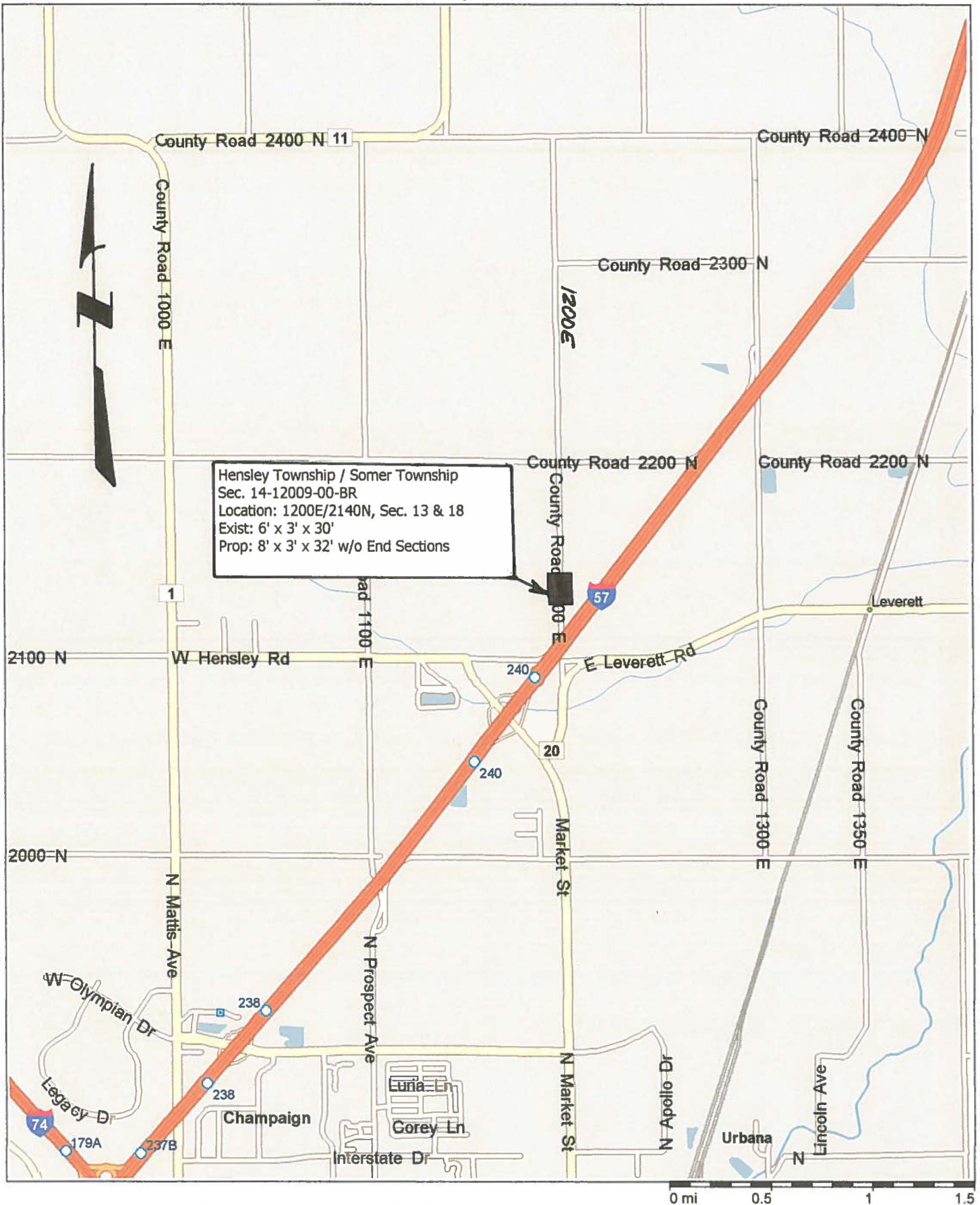
PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of November, 2014.

\_\_\_\_\_  
Alan Kurtz, Chair  
County Board  
Champaign County, Illinois

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



# Hensley/Somer Twsp Sec 14-12009-00-BR



Hensley Township / Somer Township  
 Sec. 14-12009-00-BR  
 Location: 1200E/2140N, Sec. 13 & 18  
 Exist: 6' x 3' x 30'  
 Prop: 8' x 3' x 32' w/o End Sections

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 Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.

LOCATION MAP 28

PETITION

Petitioner, Brett Cox, 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 Newcomb Road District, Champaign County, Illinois; and
2. There are two culverts located between Sections 21 & 28 and between Sections 1 & 12, 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 are estimated to be \$25,600.00, which will be more than .02% of the value of all the taxable property in the Newcomb Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Newcomb 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 Newcomb Road District is prepared to pay one-half of the cost of the replacement of said structures.

Respectfully submitted,

Brett Cox  
Commissioner of Highways of  
Newcomb 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 improvements 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 improvements, and shall show the division of cost between the County and the Newcomb Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Newcomb Road District.
6. This Resolution shall become effective upon its adoption.

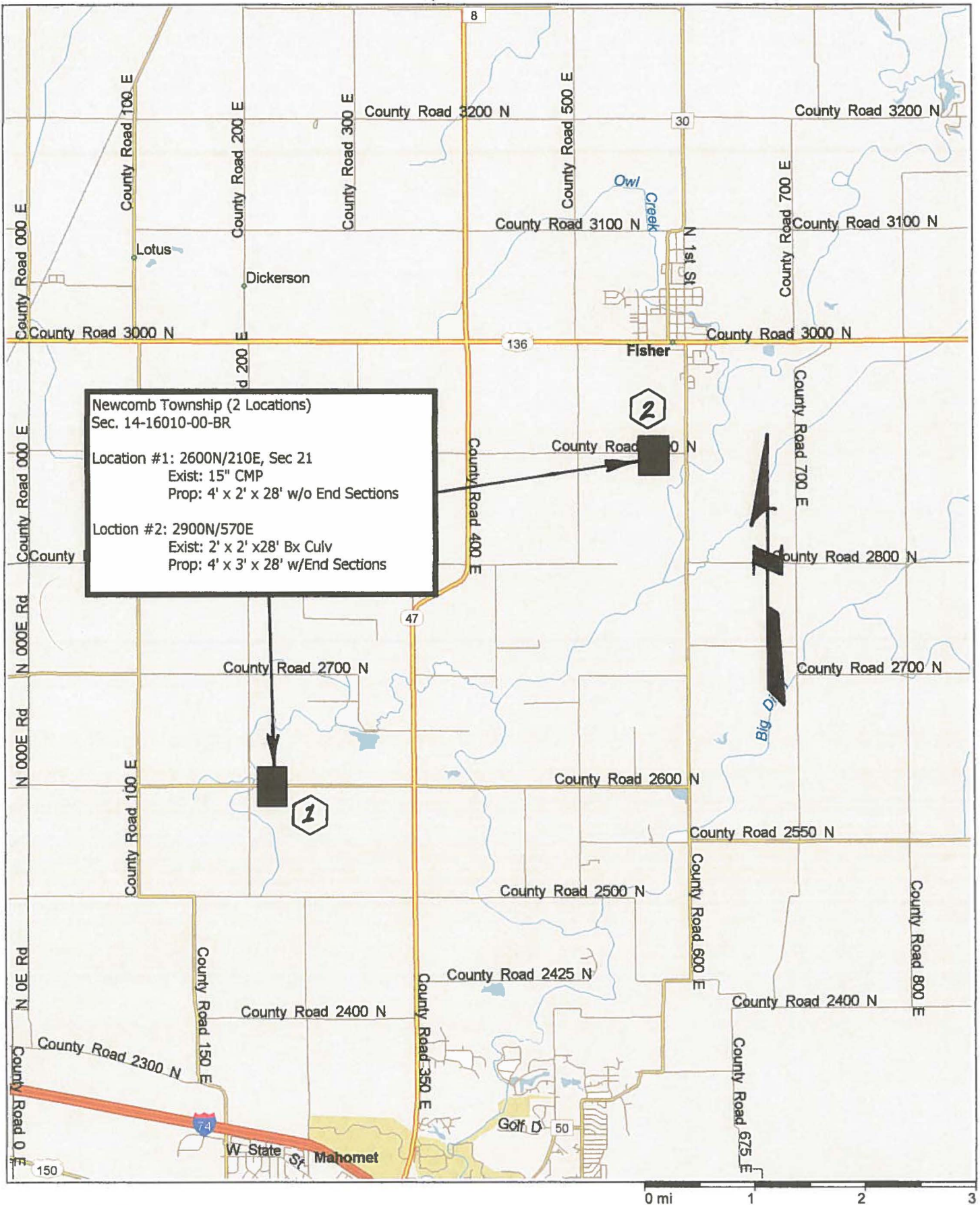
PRESENTED, ADOPTED, APPROVED and RECORDED this 20<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
Alan Kurtz, Chair  
County Board  
Champaign County, Illinois

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



# Newcomb Twsp Sec 14-16010-00-BR



**Newcomb Township (2 Locations)  
Sec. 14-16010-00-BR**

Location #1: 2600N/210E, Sec 21  
Exist: 15" CMP  
Prop: 4' x 2' x 28' w/o End Sections

Location #2: 2900N/570E  
Exist: 2' x 2' x 28' Bx Culv  
Prop: 4' x 3' x 28' w/End Sections

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LOCATION MAP

PETITION

Petitioner, Kenny During, 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 Ludlow Road District, Champaign County, Illinois; and

2. There are two culverts located in Section 5 and between Sections 5 & 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 are estimated to be \$50,800.00, which will be more than .02% of the value of all the taxable property in the Newcomb Road District, as equalized or assessed by the Department of Revenue; and

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

Respectfully submitted,

*Kenny During*  
Commissioner of Highways of  
Newcomb 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 improvements 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 improvements, and shall show the division of cost between the County and the Ludlow Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Ludlow Road District.
6. This Resolution shall become effective upon its adoption.

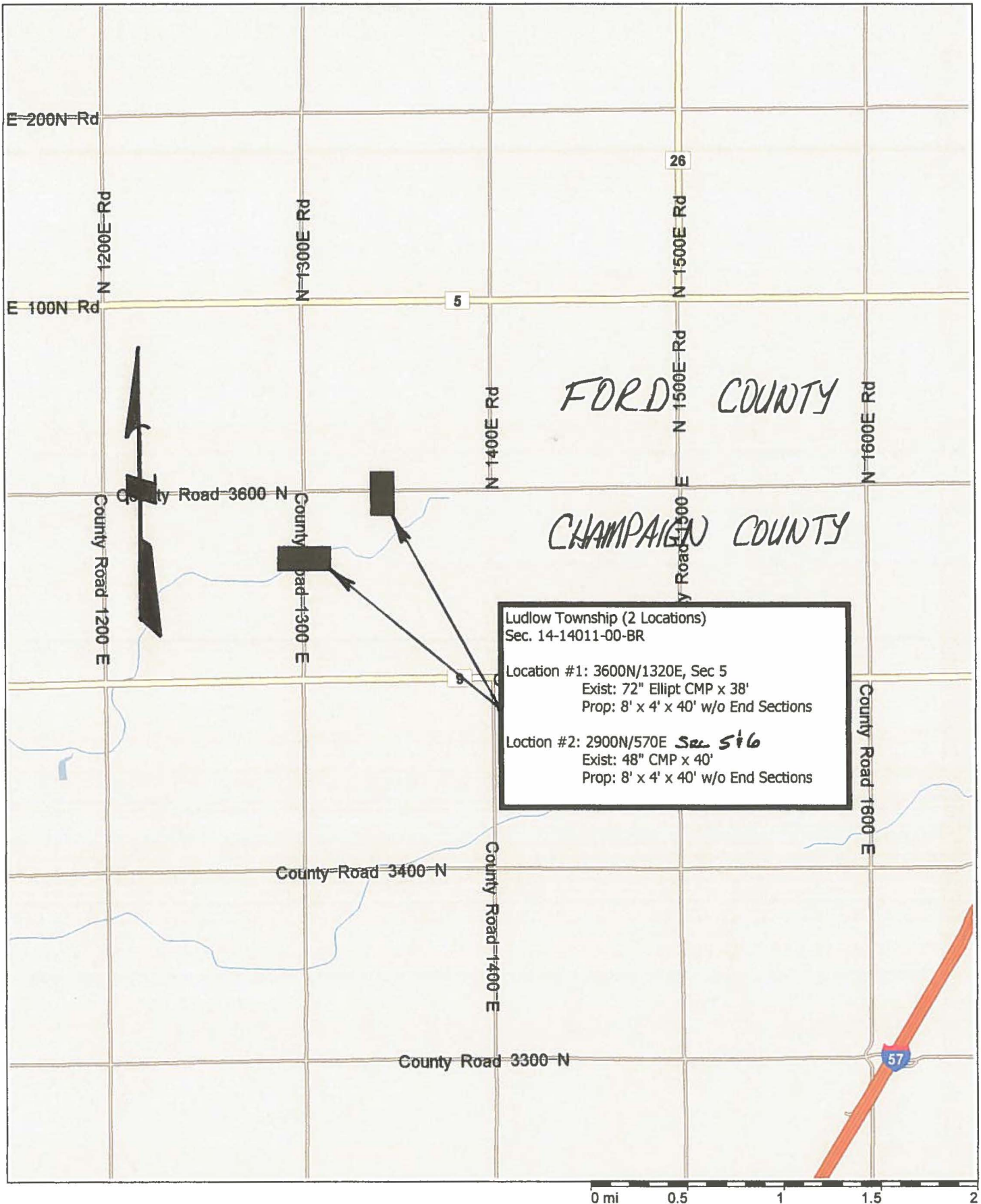
PRESENTED, ADOPTED, APPROVED and RECORDED this 20<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
Alan Kurtz, Chair  
County Board  
Champaign County, Illinois

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



Ludlow Twsp Sec 14-14011-00-BR



Ludlow Township (2 Locations)  
 Sec. 14-14011-00-BR

Location #1: 3600N/1320E, Sec 5  
 Exist: 72" Ellipt CMP x 38'  
 Prop: 8' x 4' x 40' w/o End Sections

Location #2: 2900N/570E *Sec 5+6*  
 Exist: 48" CMP x 40'  
 Prop: 8' x 4' x 40' w/o End Sections

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LOCATION<sup>29</sup> MAP

PETITION

Petitioner, Jerry Christian, 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 Crittenden Road District, Champaign County, Illinois; and
2. There is a culvert located between Sections 20 & 21, 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 \$23,600.00, 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 Crittenden 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 Crittenden Road District is prepared to pay one-half of the cost of the replacement of said structure.

Respectfully submitted,

*Jerry Christian*  
Commissioner of Highways of  
Crittenden 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:

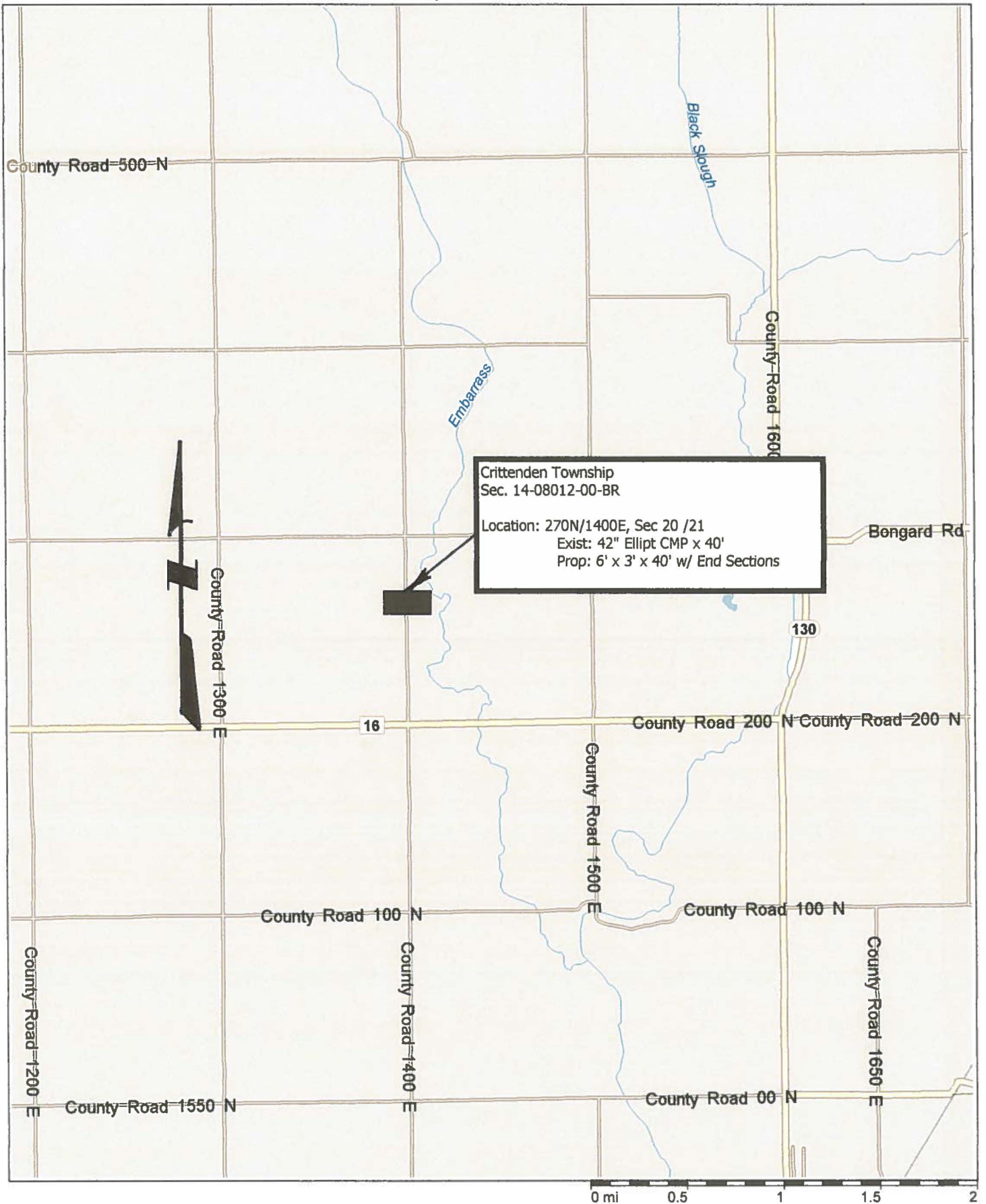
1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the structure on the aforesaid petition to cover the cost of materials.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for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

PRESENTED, ADOPTED, APPROVED and RECORDED this 20<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
Alan Kurtz, Chair  
County Board  
Champaign County, Illinois

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

# Crittenden Twsp Sec 14-08012-00-BR



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LOCATION MAP

PETITION

Petitioner, Ron Niehaus, 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 Sadorus Road District, Champaign County, Illinois; and
2. There is a culvert located between Sections 5 & 6, 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 \$17,600.00, 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 Sadorus 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 Sadorus Road District is prepared to pay one-half of the cost of the replacement of said structure.

Respectfully submitted,

Ron Niehaus  
\_\_\_\_\_  
Commissioner of Highways of  
Sadorus 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:

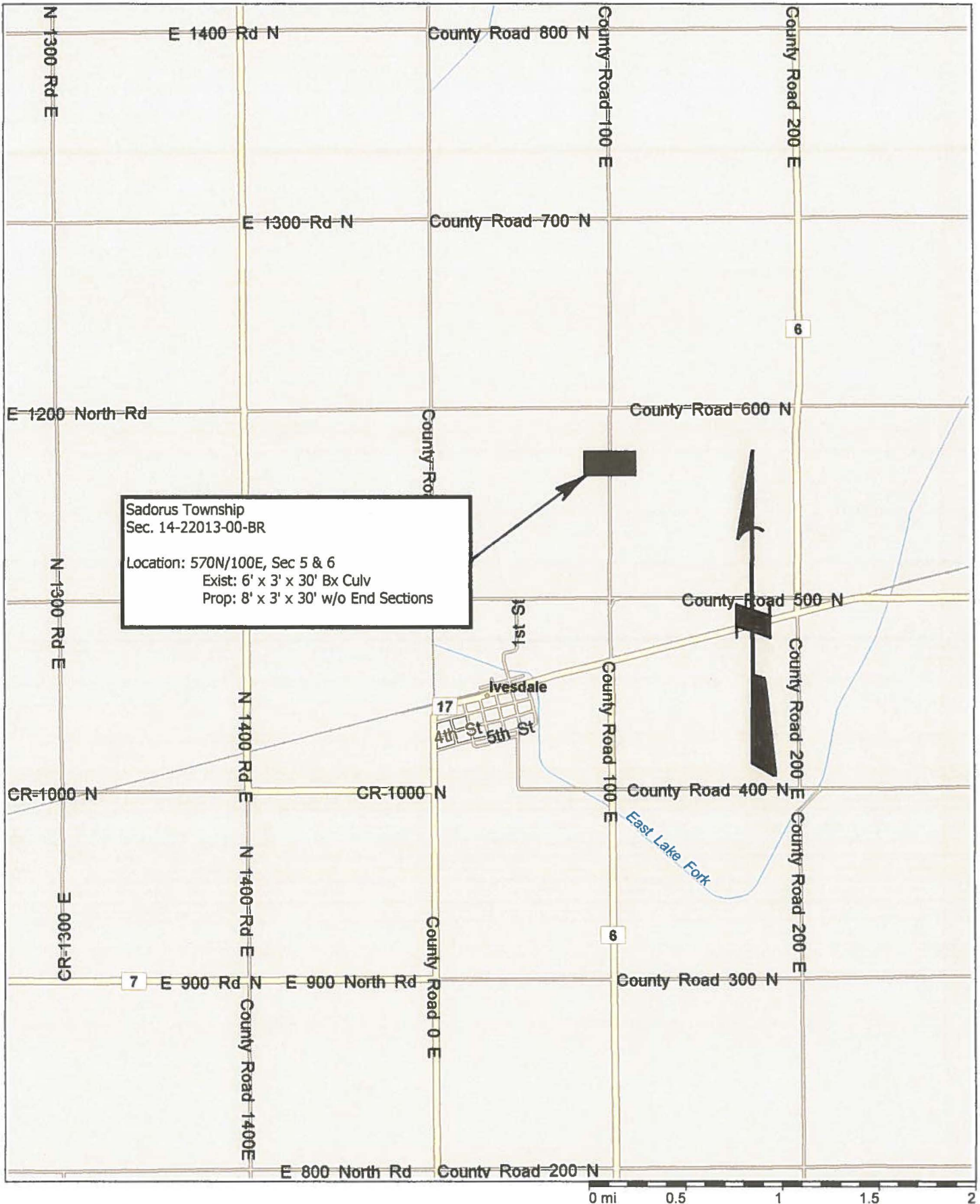
1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the structure on the aforesaid petition to cover the cost of materials.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for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

PRESENTED, ADOPTED, APPROVED and RECORDED this 20<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
Alan Kurtz, Chair  
County Board  
Champaign County, Illinois

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

Sadorus Twp Sec 14-22013-00-BR



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LOCATION MAP

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 are a culvert located between Sections 29 & 32, 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 \$20,200.00, 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 improvements.
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 improvements, 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.

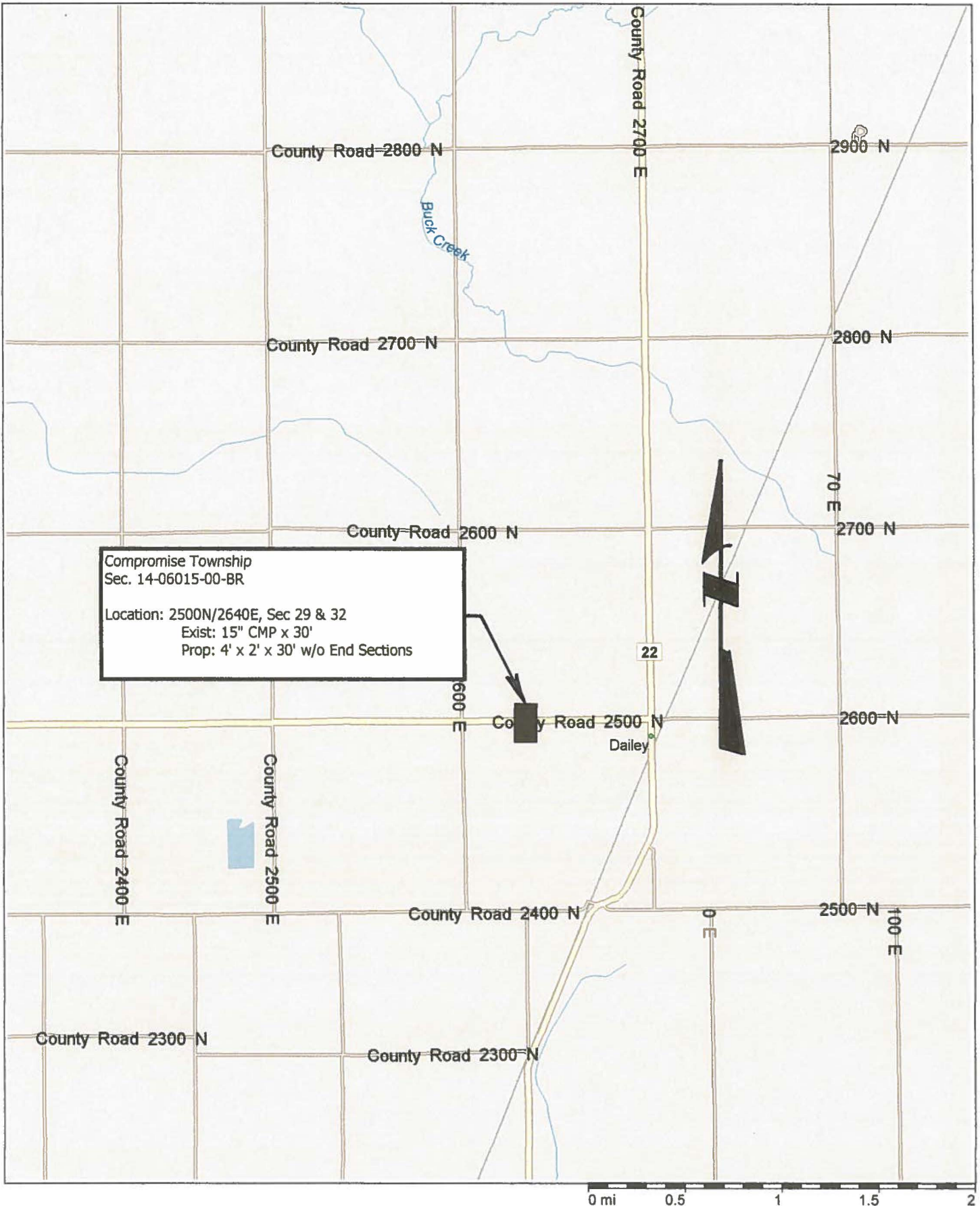
PRESENTED, ADOPTED, APPROVED and RECORDED this 20<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
Alan Kurtz, Chair  
County Board  
Champaign County, Illinois

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



Compromise Twsp Sec 14-06015-00-BR



Compromise Township  
 Sec. 14-06015-00-BR  
  
 Location: 2500N/2640E, Sec 29 & 32  
 Exist: 15" CMP x 30'  
 Prop: 4' x 2' x 30' w/o End Sections

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PETITION

Petitioner, David Stalter, 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 Brown Road District, Champaign County, Illinois; and
2. There is a bridge located in Section 17, 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 bridge deck be replaced; and
4. The cost of replacing the aforesaid bridge deck is estimated to be \$280,000.00, which will be more than .02% of the value of all the taxable property in the Brown Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Brown 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 Brown Road District is prepared to pay 10% of the construction cost associated with the replacement of said bridge deck.

Respectfully submitted,

David Stalter  
Commissioner of Highways of  
Brown 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 100% of the cost of engineering and 10% of the cost of construction to replace the deck of the aforesaid structure.

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 Brown Road District.

5. The County Board further directs the County Engineer to file said certificate with the clerk of the Brown Road District.

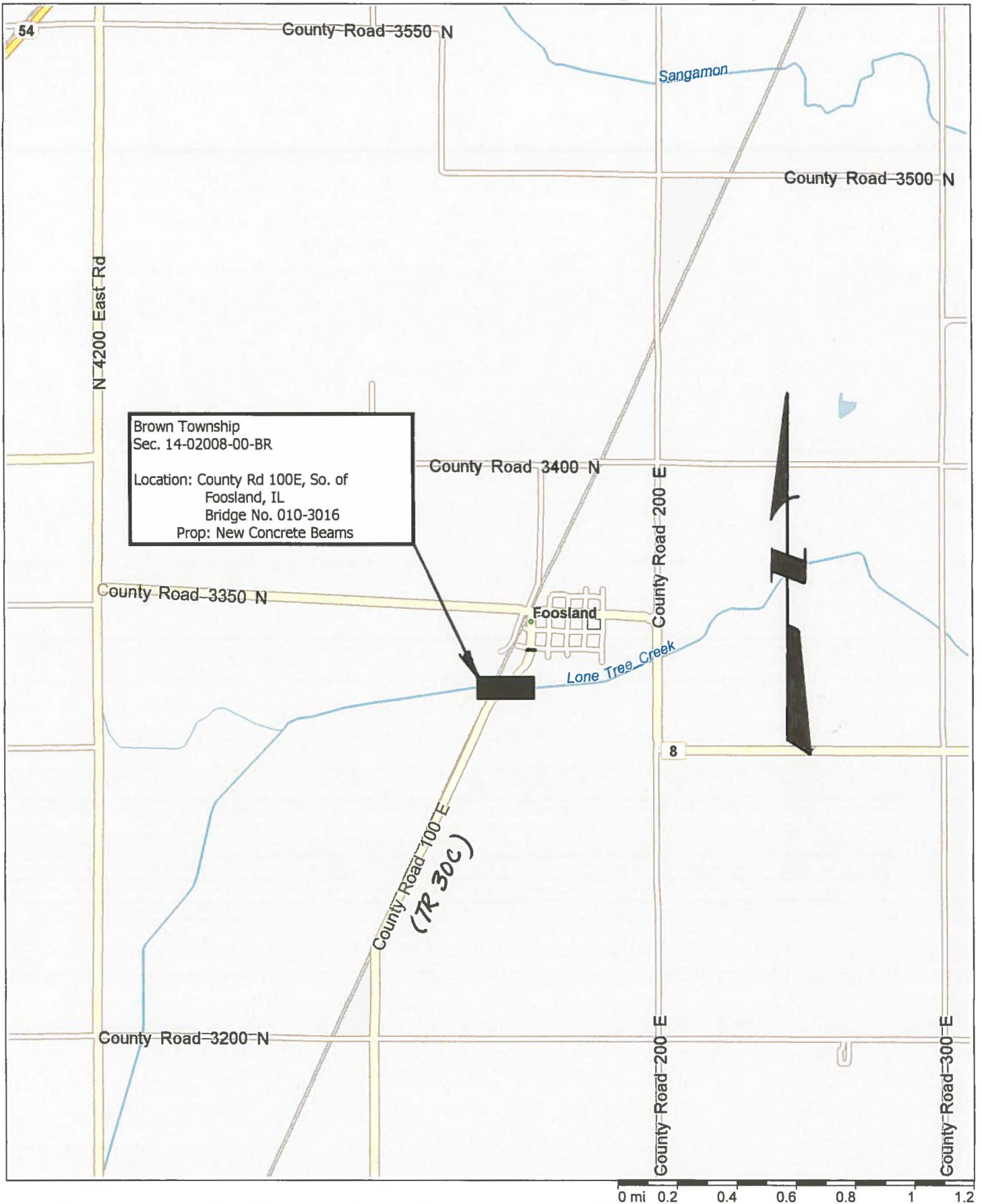
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
Alan Kurtz, Chair  
County Board  
Champaign County, Illinois

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

# Brown Township Sec. 14-02008-00-BR, Bridge Deck Replacement



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LOCATION<sup>41</sup> MAP

RESOLUTION NO.

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR  
TO SIGN A ROAD USE AGREEMENT  
WITH THE AMEREN TRANSMISSION COMPANY OF ILLINOIS

WHEREAS, Champaign County and Ameren Transmission Company of Illinois are desirous to enter into a Road Use Agreement for the construction of an electricity transmission line from The Rising Substation to the Sidney Substation in Champaign County, Illinois.

NOW, THEREFORE, BE IT RESOLVED, That the County Board of Champaign County authorizes the County Board Chair to enter into a Road Use Agreement with Ameren Transmission Company of Illinois.

PRESENTED, ADOPTED, APPROVED AND RECORDED This 20<sup>th</sup> day of November A.D. 2014.

\_\_\_\_\_  
Al Kurtz, Chair  
Champaign County Board

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

Prepared by: Jeff Blue  
County Engineer

**ROAD USE AGREEMENT  
(Champaign County Highway System)**

This ROAD USE AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and among the County of Champaign, Illinois, a body politic acting by and through its Chairman of the Board (the "County" or "County Engineer" as a representative of the Board), and Ameren Transmission Company of Illinois ("Company"). Company and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The term "Company Representative(s)" shall include the Company's contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives, and designees.

**RECITALS**

WHEREAS, Company intends to construct an electric transmission line and other ancillary facilities (the "Illinois Rivers Project" or "Project") in and across portions of Champaign County, Illinois, and

WHEREAS, in connection with the construction of the Project, Company and the County desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "County Highways") over which it will be necessary for Company and Company's Representative(s) to, among other things, (i) transport heavy equipment and materials over certain County Highways which may in certain cases be in excess of the design limits of the County Highways; (ii) transport certain locally sourced materials, such as concrete and gravel on such County Highways; (iii) widen certain County Highways and make certain modifications and improvements (both temporary and permanent) to such County Highways (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place material and equipment for the Project adjacent to, or under certain County Highways, and

WHEREAS, under 605 ILCS 5/5 et seq. the County has broad power regarding the opening, construction, maintenance, relocation, access to or repair of highways in the County Highway system, and

WHEREAS, 605 ILCS 5/9-113 grants to the County, authority to impose reasonable rules, regulations and specifications for the use of County Highways by public and private utilities, and

WHEREAS, 605 ILCS 5/9 113.01 imposes a liability on public or private utilities for any damage to County Highways, and

WHEREAS, 605 ILCS 5/9-122 imposes a liability on damage done to a bridge or culvert, and

WHEREAS, it is in the best interest of the public health, safety and welfare that Company and the County reach an agreement to address the majority of issues that will arise in a project of this size, and

WHEREAS, Company has provided to the County Engineer an alignment plan for the Project that shows the transmission line route, road crossings, and construction access roads, a copy of which is attached as the Principal Road Use Schedule (Exhibit A), and

WHEREAS, Company and the County wish to set forth their understanding and agreement as to the road issues relating to the construction and operation of the Project, and

WHEREAS, this Agreement shall apply to those County Highways outlined on the Principal Road Use Schedule (Exhibit A) and, subject to Section 3.D. herein, used by Company, or Company's Representative(s) in direct support of the construction and operation of the Project.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promise and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

### Section 1. Company agrees to undertake the following activities in accordance with the terms of this Agreement:

- A. Pay a sum of Eight Thousand Dollars (\$8,000.00) to the County Highway Department for costs directly associated with the management and implementation of this Agreement. Said payment shall be made directly to the County Highway Department within 21 days of the signing of this document. Such payment shall be made, at Company's discretion, by check or wire transfer.
- B. Provide contact information for the Company Construction Manager, the Company Field Engineer, and the Company Permit Manager. The Company's On-Site Superintendent for the Civil Site Construction Contractor will be stationed no farther than two (2) hours away from the County. In addition, the following Company representatives may be contacted:

Primary Construction Manager: Lewis Springfield  
Email: lewis.springfield@urs.com Mobile: 864-377-4735

Secondary Construction Manager: Umesh Singh  
Email: umesh.singh@urs.com Mobile: 573-535-1877

Primary Field Engineer: Stephanie Muentnich  
Email: stephanie.muentnich@volkert.com Mobile: 618-345-8918

Secondary Field Engineer: Lewis Springfield  
Email: lewis.springfield@urs.com Mobile: 864-377-4735

Secondary Field Engineer: Umesh Singh  
Email: umesh.singh@urs.com Mobile: 573-535-1877

Primary Permit Manager: Rick D. Trelz  
Email: rtrelz@ameren.com Mobile: 217-556-2610

Secondary Permit Manager: Craig Hiser  
Email: chiser@ameren.com Mobile: 618-920-5700

- C. Provide as much advance notice as is reasonable to the County Engineer in advance of all "Super Load" moves and equipment crossings for separate review and permitting. At minimum, a load is considered a "Super Load" if ONE of the following is true:
- WIDTH is greater than 14'-06"
  - LENGTH is greater than 145'-0"
  - HEIGHT is greater than 15'-0"

- WEIGHT is greater than 120,000 lbs. gross

Additional information regarding what may be considered a "Super Load" is available from the Illinois Department of Transportation Permit Office.

- D. Transport the material and equipment and other oversize loads so as to minimize adverse impact on the local traffic.
- E. Provide as much advance notice as is commercially reasonable to obtain approval of the County Highway Department when it is necessary for a road to be closed due to a road crossing or for any other reason. Notwithstanding the generality of the aforementioned, Company or Company's Representative(s) will provide 48 hours notice to the extent reasonably practicable.
- F. Notify all relevant parties identified under Section 4 of any temporary road closures.
- G. Sign all highway work zones and closures in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with Chapter 430 of the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
- H. Sign or mark on-site all truck routes, roads and highways approved on the Principal Road Use Schedule (Exhibit A) for use by Company or Company's Representative(s) for the movement of material and equipment and other oversize loads or equipment.
- I. Keep all County Highways used by Company or Company's Representative(s) clear, by removing all mud, dirt, dust, spilled or tracked material, garbage, obstructions or other hazards created or caused by Company's construction activities, upon notice and within a reasonable time period.
- J. Prohibit the use of County Highway right of way as storage or staging areas and as parking areas for vehicles and equipment of all contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives and designees.
- K. Make the necessary improvements for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Company or Company's Representative(s) and once these widened radii are no longer needed to return the corners substantially to their original lines and grades unless the County Engineer requests that the widened radii remain as improved.
- L. Pay for the costs of all repairs to all County Highways that are damaged by Company or Company's Representative(s) during the construction of the Project and restore such roads to the condition they were in at the time of the pre-construction inventory.
- M. Take such measures as are reasonably required during an extended work suspension to provide for safe vehicular travel on County highways damaged as a direct result of Company or Company's Representative(s) use as directed by the County. The extended work suspension may be caused by but not limited to seasonal weather conditions, "acts of God", or labor disagreements.

- N. Acknowledge that the estimates for road repairs or restorations are good faith estimates provided by the County or an approved consultant, but the final actual costs may vary.
- O. Provide an Ameren Corporate Guaranty in accordance with Section 6 for the purposes of road repair or restoration.
- P. Anywhere this Agreement obligates Company to make a payment, except as called for in Section 1.A., said payment shall be made directly to the County Highway Department within 21 days of receipt of an invoice, containing such detail as Company may reasonably request, from County Highway Department. Such payments shall be made, at Company's discretion, by check or wire transfer of immediately available funds. In the event the invoice is disputed, the parties will resolve the issue as described in paragraph 6.D.3-6.

**Section 2. The County, In accordance with the terms of this Agreement, agrees to:**

- A. Consent to the use of the County Highway's rights-of-way for utility encroachments for the Project by separate permit. Consent granted herein shall be effective only to the extent of the property interest of the County. Such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve Company or Company's Representative(s) from obtaining by purchase, condemnation or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is legally required.
- B. Review for approval all equipment crossings across the County Highway system by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices.
- C. Issue master overweight and oversize permits for County Highways in a timely manner for the roads scheduled on the Principal Road Use Schedule (Exhibit A) upon the filing of such applications on behalf of Company or Company's Representative(s) and concurrent with any applicable Illinois Department of Transportation OS/OW Permit(s).

County understands and acknowledges that Company's Project requires the scheduling and delivery of a large number of material and equipment components necessary for the construction of the transmission line. County will use all reasonable efforts to issue permits during the spring posting period, between January 15<sup>th</sup> and April 15<sup>th</sup>. County will not withhold any necessary permits during the spring posting period except when and for such time as specific conditions warrant.

Issue individual "Super Load" permits and provide recommended routing information for those loads based on timely information provided by Company or Company's Representative(s). At minimum, a load is considered a "Super Load" if ONE of the following is true:

- WIDTH is greater than 14'-06"
- LENGTH is greater than 145'-0"
- HEIGHT is greater than 15'-0"
- WEIGHT is greater than 120,000 lbs. gross

Additional information regarding what may be considered a "Super Load" is available from the Illinois Department of Transportation Permit Office.

- D. Coordinate with Company and Company's Representative(s) so as to minimize the impact of their use of the County Highway System.



- E. Perform all routine maintenance on the County Highways used as access roads for the construction of the transmission line in accordance with Section 5 of this Agreement.
- F. Review for approval all access points to the County Highway system by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices.
- G. Prepare estimates in good faith based on the design of all road repairs or restorations in accordance with IDOT Bureau of Local Road and Streets Manual.
- H. Authorize the County Engineer to agree on behalf of the County to revisions to the Principal Road Use Schedule (Exhibit A) and to determine appropriate improvements.

### **Section 3. Road Inventory**

#### **A. Pre-Construction Inventory**

Company, prior to the commencement of construction, shall perform an inventory and/or survey to record the condition of the pavement surface of the County Highways listed in the Principal Road Use Schedule (Exhibit A) prior to use by Company or Company's Representative(s). Company shall provide notice to County of the start dates and completion dates of the road survey work. During this survey the entire length of the roads as listed in the Principal Road Use Schedule (Exhibit A) shall be videotaped and if necessary photographs may be taken. In addition, the County will provide Company or Company's Representative(s) copies of any plans, cross-sections and specifications relevant to the existing road structure, if requested. The survey company(s) shall provide a network level analysis of the condition of the roads. The assessments may be conducted using the pavement condition index (PCI) methodology, adopted by ASTM Testing Standard D 6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys. The PCI provides a numerical indication of the overall pavement condition for each road and will be used to evaluate the effects of the transmission line construction traffic.

The road inventory shall include: photographs which are date- and geo-stamped; pavement images with 1-mm crack resolution; ride quality; rutting; and road surface profiling. Company shall provide to the County a copy of the final report describing the road inventory within ten (10) days of receiving the report. For any drainage structures on the proposed routes that the County reasonably determines may not carry the loads proposed by the Company or Company's Representative(s), the County shall have the right to hire a consultant to make a study of the drainage structure to determine the load carrying capacity. Company or Company's Representative(s) shall furnish the consultant with drawings depicting the axle numbers, spacing and loading for the trucks moving the oversized loads. If it is determined that a structure will not carry the loads that are proposed, Company or Company's Representative(s) may propose a plan to strengthen the structure. The County will then furnish Company or Company's Representative(s) with all available plans. Should Company or Company's Representative(s) present a plan to strengthen a structure, the County will then have their consultant review these plans to determine if the improvements will carry the proposed loads. All reasonable costs incurred by the County for these services shall be paid by Company.

Copies of all pre-construction documentation shall be provided to each of the Parties.

#### **B. Post-Construction Inventory**

Upon completion of construction of the Project, Company will perform a post-construction inventory and/or survey, the methods of which shall be identical to those of the pre-construction survey. The two sets of data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, the parties shall negotiate to determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition, and any inability to resolve any disputes shall be determined by the dispute resolution procedure in Section 6.D. The design of these repairs or improvements shall conform to standards provided in the IDOT Bureau of Local Roads and Streets Manual. The cost of these repairs or improvements shall be paid for by Company.

C. Optional Interim Inventory.

If there is a significant span of time between the commencement and the completion of Company's construction project and during such time other parties make extraordinary use of some of the same roads that are subject to this Agreement which use also includes "Super Load" traffic, Company may conduct one or more interim inventories and/or surveys, using methods and formulating appropriate videotaping and/or photographs and other data comparable to that of the pre-construction inventory and the post-construction inventory to aid the Parties in ascertaining and differentiating the damage caused to those roads by the Company and its contractors from that caused by the other parties' use and traffic.

D. Routing and Access Approval

As soon as practical and as necessary throughout the construction of the Project, Company or Company's Representative(s) and the County shall meet and by mutual agreement revise the Principal Road Use Schedule (Exhibit A) in so far as it affects the County Highways and make it more definitive.

E. Revisions

As the Principal Road Use Schedule (Exhibit A) is revised and roads are added or removed by mutual agreement of Company and County Highway Engineer or his designee, pre-construction and post-construction improvement details shall be prepared and added to the Exhibit A using the same methodology as was used to establish the improvement descriptions included in Exhibit A.

F. Incidental/Accidental Use

(1) The Parties recognize that the Project traffic may, either through mistake or with the consent of the County, use roads other than those listed on the Principal Road Use Schedule (Exhibit A). Repairs for damage caused by Company or Company's Representative(s) during such mistaken or permitted use shall be paid for or repaired as provided in Section 6.C. of this Agreement.

(2) The Parties intend that all construction traffic related to the Project shall exclusively use the routes designated in Exhibit A and shall not use any other County Highways or local roads other than those so designated. Construction traffic shall mean any traffic in support of the Project, including travel by workers to and from any job site in vehicles weighing five (5) tons or more. Subject to subsection (1) above, in the event any unauthorized construction vehicle of Company or Company Representative(s) uses a non-designated County Highway or local road, then the County in reasonable discretion of the County Engineer, may give written notice to Company of the time and place of such use, the specific identity of the vehicle, and the owner and/or operator making use of such road, and the County Engineer may impose a fine of \$500.00 per occurrence

on Company to be paid within thirty (30) days of the date of such written notice; provided, however, that on the first occurrence of any unauthorized use of a road as set forth in this subsection (2), the County shall issue a warning to the operator of the offending vehicle, with a copy provided to Company.

#### **Section 4. Construction Cooperation**

A. With Others:

Prior to the commencement of construction, Company and Company Representative(s) shall hold a meeting and shall invite all public or semi-public entities as designated by the County Highway Department that may be affected by the Project including, but not limited to, schools and fire protection districts. At said meeting, Company will discuss its plans for the construction of the Project and compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. Should all of the parties contacted not be represented, Company shall attempt to make contact with these entities in an effort to obtain the contact information. A copy of this list shall be furnished to the County Highway Department.

B. With the County:

During construction, the County, Company and Company's Representative(s) may meet weekly to disclose and discuss Project activities, including anticipated material and equipment deliveries, equipment crossings, and traffic movement which may be reflected as changes to the construction plans and/or the Principal Road Use Schedule (Exhibit A).

#### **Section 5. Repair and Maintenance of the County Highways**

- A. Upon mutual agreement between the parties, in order to minimize the adverse effect of the construction traffic on the County Highways, certain repairs may be required on certain roads as described on the Principal Road Use Schedule (Exhibit A), attached hereto, as amended from time to time, the cost of which shall be paid by Company.
- B. The daily routine maintenance of the County Highways affected by the Project including snow removal, striping, dust control, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the County Highway Department. If repairs or maintenance, other than daily routine maintenance, are deemed necessary by mutual agreement of the parties because of activity of Company or Company's Representative(s), the County will invoice Company for such cost and Company shall make payment to the County therefore. In the event the invoice is disputed, the parties will resolve the issue as described in paragraph 6.D.3-6.

**Section 6. Corporate Guaranty.** Company shall provide to County a financial security in the form of a fully executed Corporate Guaranty from Ameren Corp. in the amount of One Million Dollars (\$1,000,000.00) which the County may draw against in the event and only to the extent that Company fails to pay for the upgrade, repair and/or restoration expenses of the County Highways in accordance with the terms of this Agreement.

- A. The Corporate Guaranty shall remain in place from a date thirty (30) days prior to the initiation of the Project, including the transportation of materials or equipment on the roads identified on Exhibit A that are subject to this Agreement until a date two years after the completion of the Project, or the effective date of a full settlement and release of road issues executed by the

County and Company, whichever is earlier. For avoidance of doubt, the completion date shall be the date that the Project is placed into service in the County. The County agrees to deliver any certification required for the surrender of the Corporate Guaranty when Company is released from its obligations under this Agreement.

For so long as Company is required to maintain the Corporate Guaranty pursuant to the terms hereof, in the event that, pursuant to the terms of such Corporate Guaranty the County shall be entitled to draw down the full outstanding amount of such Corporate Guaranty as a result of Company's failure or default to upgrade, repair or restore the County Highways in accordance with the terms of this Agreement. The County shall not make any claim on said Corporate Guaranty until sixty (60) days after the mailing of a written notice to Company specifying a default hereunder by Company, during which sixty (60) days Company may cure such default.

- B. The Corporate Guaranty shall set forth, among other things, the disbursement procedures for the Corporate Guaranty and shall include:
1. For the preconstruction improvements to County Highways listed on the Principal Road Use Schedule attached as Exhibit A, as such Exhibit may be amended by the Parties from time to time:
    - a. The Company shall notify the County of the work to be done and submit plans for approval prior to the construction of the improvements.
    - b. The work shall be performed by or contract shall be let by Company.
    - c. The County reserves the right to inspect the improvements during construction and to allow the improvements to remain or to have the improvements removed and the area restored to its preconstruction condition, at no cost to the County.
  2. For damage during construction to the roads listed on the Principal Road Use Summary (Exhibit A), as amended from time to time and those roads damaged by incidental or accidental use:
    - a. Upon notification by the County, Company or Company Representative(s) shall make all temporary road repairs necessitated by Company's activities at Company's cost.
    - b. The work necessary to temporarily repair and reopen the County Highway to traffic shall be performed by Company or its duly obligated contractor within 3 days of notification of the work to be done.
    - c. Should Company or its duly obligated contractor fail to complete the temporary repair within the given time period, the temporary repair work shall be performed by the County. Payment for such work shall be made by Company.
    - d. Final repairs to County Highways shall be completed as described in Section 6.B.3.
  3. For the post construction final repairs or restoration of County Highways listed on the Principal Road Use Schedule attached as Exhibit A, as such Exhibit may be amended by the Parties from time to time:

- a. The County shall notify Company in writing of the work to be done based upon the pre-construction inspection and post-construction inspections (and interim inspections, if any) of the County Highways in order to return the County Highways to their pre-construction condition.
- b. The County shall prepare and provide a reasonable estimate of cost of the work to be completed for the repair or restoration due to Company's construction project.
- c. Payment for the repairs and restoration shall be made by Company in the form of direct monetary compensation equal to the final repair or restoration cost, plus any reasonable survey, design and construction inspection costs incurred by the County. The survey, design and construction inspection cost shall either be based on the percentage of the estimated cost or those fees charged by a consultant providing the services to the County. The cost percentages shall be those approved by the Illinois Department of Transportation for the County.
- d. Upon completion of or upon receipt of the necessary funds to complete the final repairs or restoration, as detailed above, the County shall provide Company with a Release of Claims in connection with Company's obligations pursuant to this Agreement. The County reserves the right to have such Release of Claims be provided on a system wide or individual unit basis.
- e. Upon receipt of the necessary funds to complete the final repairs or restoration, the final repair or restoration work shall be completed at the discretion of the County.

C. Emergency Repairs.

Notwithstanding the foregoing, in the event Company or Company's Representative(s) are reasonably believed by the County to have caused damage to County Highways of a magnitude sufficiently great to create a hazard to the motoring public, which in the County's reasonable opinion warrants an immediate repair or road closing, the County may unilaterally make or authorize repair, with the reasonable, documented costs thereof paid by Company. The County shall photograph, videotape and otherwise document the conditions and make all such documentation available to Company. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of the intermediary and, if necessary, adjudication. If such post-repair proceedings favor Company, the County will reimburse Company for amounts to fund the repair, if any.

D. Procedure and Dispute Resolution

1. The County shall notify Company of the location and nature of the repair or restoration required, provide an estimate of cost and a time frame for completion of the work.
2. If Company agrees, the County or County's contractor shall perform the repair in the time framework specified and recover its costs from Company.
3. Should a disagreement exist as to the:

- The extent of the damage done to a County Highway based upon the pre- and post construction inspections of the County Highways;
- The method, procedure or design used for the preparation of an estimate of a final repair or restoration of a County Highway;
- Estimate of Cost plus fees for a final repair or restoration of a County Highway;

the County and Company will in good faith attempt to resolve the dispute. If, following such good faith attempt, the Parties are still unable to resolve the dispute, the Parties shall select a qualified independent third party road engineer for review and to act as a neutral intermediary to mediate the dispute within five (5) days of the effective date of such appointment. If the Parties cannot agree on a qualified independent third party road engineer, then each Party shall select a qualified independent road engineer, and those two shall select a third qualified independent third party engineer, and the three engineers shall provide to the Parties a proposed solution. The cost of the engineer(s) shall be borne equally by the Parties.

4. If the Parties agree and/or don't reject the intermediary's proposed solution, then the County shall proceed in accordance with the agreed upon solution, complete the final repairs or restoration of the County Highway and shall recover its costs from Company or the Corporate Guaranty as described in Section 6.B.3.
5. If the Parties cannot agree and the County rejects the intermediary's proposed solution, the County may take unilateral action to prevent harm or protect public safety or the further degradation of its infrastructure, the cost of which shall be paid by the County.

If the appropriateness of the County action is ultimately determined to be justified either by agreement or adjudication, Company shall promptly, in the form of direct monetary compensation, reimburse the County for its expenses relating to the final repair or restoration of the County Highway, if those expenses were paid directly by the County.

6. For the purposes of temporary or emergency repairs, the County charges shall be based on County maintained time and material cost records, which shall be made available to Company for review. County billing rates for labor shall be those established by the County and in regards to equipment and machinery, those rates approved by the Illinois Department of Transportation or the Federal Highway Administration.

## **Section 7. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions**

- A. Indemnification by Company. Company hereby release and agree to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "County Releasees") from any and all actions, cause of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the County Releasees arising out of or relating to the performance by Company or Company's Representative(s) of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, Company hereby releases the County Releasees and agree to indemnify and hold harmless the County Releasees from any and all actions, cause of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by Company, its employees,

agents, representatives, material suppliers, vendors, transport providers or contractors, or their respective employees, agents or representatives.

- B. Indemnification by the County. The County hereby releases and agree to indemnify and hold harmless Company and their members, officers, directors, contractors, subcontractors, employees and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter collectively " Company Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Company Releasees arising out of or relating to the performance by the County of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the County hereby releases the Company Releasees and agrees to indemnify and hold harmless the Company Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the County, their respective employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.
- C. Limitations of Liability. In no event shall Company or any of their members, officers, directors or employees or the County or any of its Board, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.
- D. Required Insurance. Company shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance: (Exhibit B, Company Certificate of Liability Insurance):
- a. Workers Compensation Insurance covering all employees engaged in the work to the limits required by the applicable laws in the jurisdiction in which the Project is being executed;
  - b. Automobile Liability Insurance covering all motor vehicles, owned, operated and/or licensed or leased by Company and engaged in executing the Project. Limits of liability shall not be less than two million dollars (\$2,000,000) for the accidental death of one or more persons, or damage to or destruction of property as a result of one accident; and,
  - c. Commercial General Liability Insurance with minimum limits of Ten million dollars (\$10,000,000) per occurrence. Without restricting the generality of the foregoing, such coverage shall include, but not be limited to bodily injury and property damage, non-owned automobile, sudden and accidental pollution liability, employer's liability, products and completed operations and contractual liability. Company shall request its insurers to add the County, its Board, officers and employees as additional insureds to the Commercial General Liability policy specified in this section 7(D)(c).

General Provisions Applicable to the Foregoing Insurance Requirements:

- i. Company may utilize any combination of primary and/or excess insurance to satisfy the above requirements.

- ii. Evidence of such insurance shall be submitted to the County prior to the initiation of any work or transportation of any materials or equipment on the roads listed on the Principal Road Use Schedule (Exhibit A).

**Section 8. Miscellaneous**

- A. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance. The remedy of specific performance and injunctive relief shall not be exclusive of any other remedy available at law or in equity.

Failure of either Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of either Party's right thereafter to enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.

- B. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
- C. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.
- D. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the parties hereto at their respective addresses or fax numbers (or to such other address or fax number as any such party shall designate in writing to the other parties from time to time).

Company: Ameren Transmission Company of Illinois  
Rick D. Trelz, Manager, Real Estate  
420 N 2400 East Road  
Pana, Illinois 62557  
[rtrelz@ameren.com](mailto:rtrelz@ameren.com)  
fax: 314-641-2492

County: Champaign County Board  
Brookens Administrative Center  
1776 E. Washington St.



Urbana, IL 61802

Phone: 217-384-2150 FAX: 217-384-3896

email: countyboard@co.Champaign.il.us

With a copy to: Champaign County Engineer

1605 E. Main St

Urbana, Illinois 61802

Phone: 217-384-3800

email: highwaydept@co.champaign.il.us

- E. This agreement may not be assigned without the written consent of the other Party.
- F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually signed counterpart to this Agreement.
- G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of law's provisions.
- H. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, legal representatives and their respective agents, contractors, subcontractors material suppliers, vendors, employees, respective transport providers and designees.
- I. Termination. Company shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the County of its intent to terminate this Agreement. In the event such termination occurs, the Corporate Guaranty shall remain in place as follows, rather than the date specified in Section 6.B. of this Agreement.

In the event such termination occurs prior to "the initiation of any work on the Project in the County", including the transportation of materials or equipment on the roads identified on Exhibit A that are subject to this Agreement, then notwithstanding anything herein to the contrary the Corporate Guaranty, and 95% of the sum paid to the County Highway Department for costs directly associated with the management and implementation of this Agreement shall be returned to Company and Company shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to "commencement of commercial operations of the Project in the County", the Corporate Guaranty shall remain in place until a date two years after the date on which Company's construction activities have ceased.

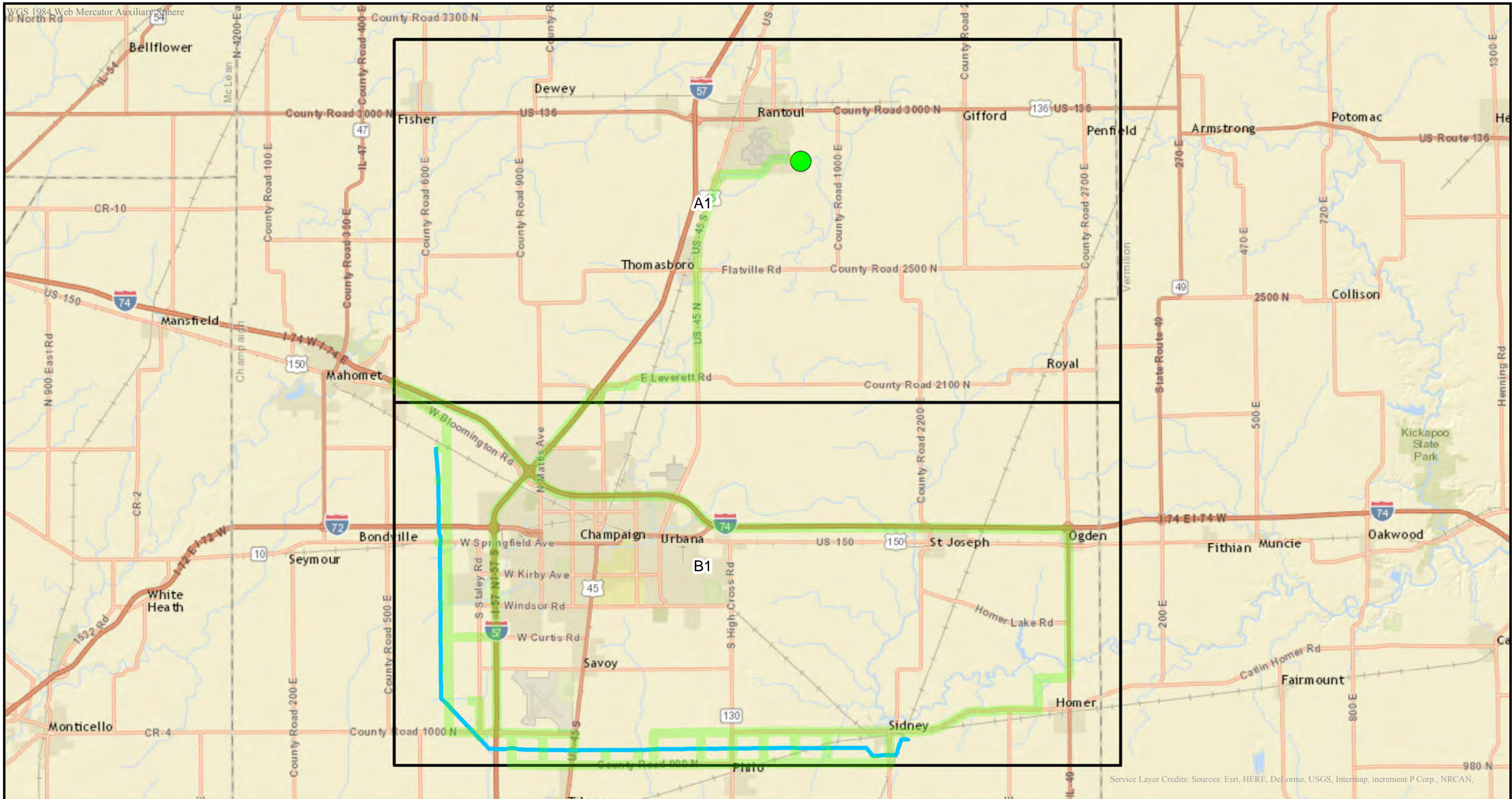
This Agreement shall remain in place until a date two years after the completion of the Project in the County or the effective date of a full settlement and release of road issues executed by the

County and Company, whichever is earlier. For avoidance of doubt, the completion date shall be the date that the Project is placed into commercial operation or service in the County.

- J. Due Authorization. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between Parties, whether written or oral. Company hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Ameren Transmission Company of Illinois. The Champaign County Clerk hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

DRAFT





# Illinois Rivers Project

## Sidney to Rising Haul Routes

1 inch = 20,000 feet

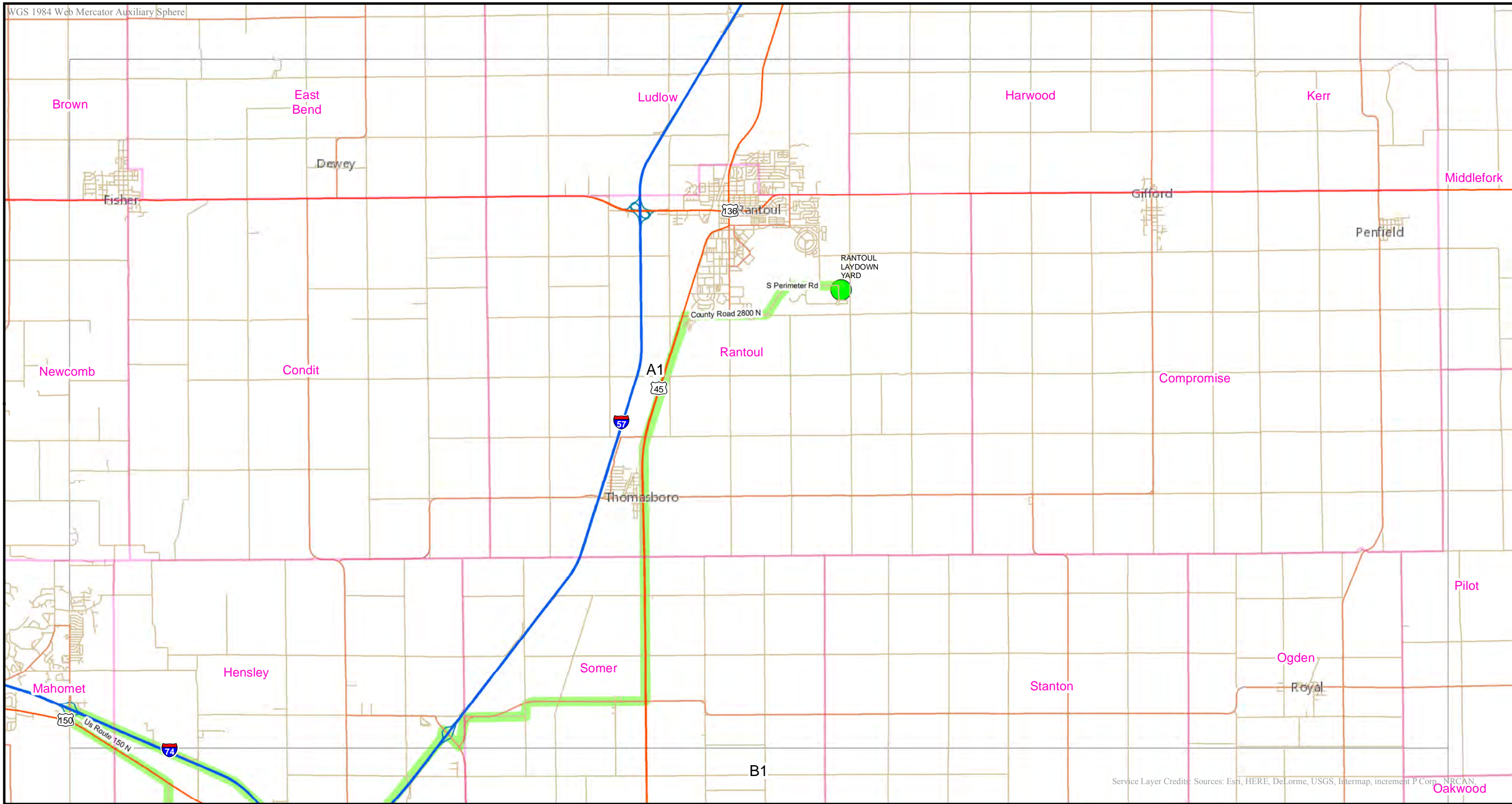
Friday, September 12, 2014



- Ameren Substations
- Laydown Yard
- Span Alignment Proposed
- Haul Routes
- Haul Routes Map Grid

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Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Oakwood

# Illinois Rivers Project







## Sidney to Rising Haul Routes

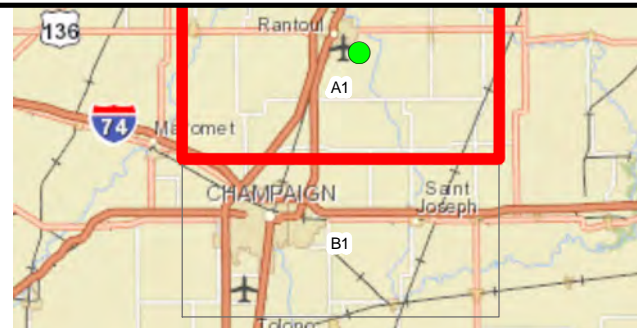
Page 1 of 2

1 inch equals 2 miles

Wednesday, September 24, 2014

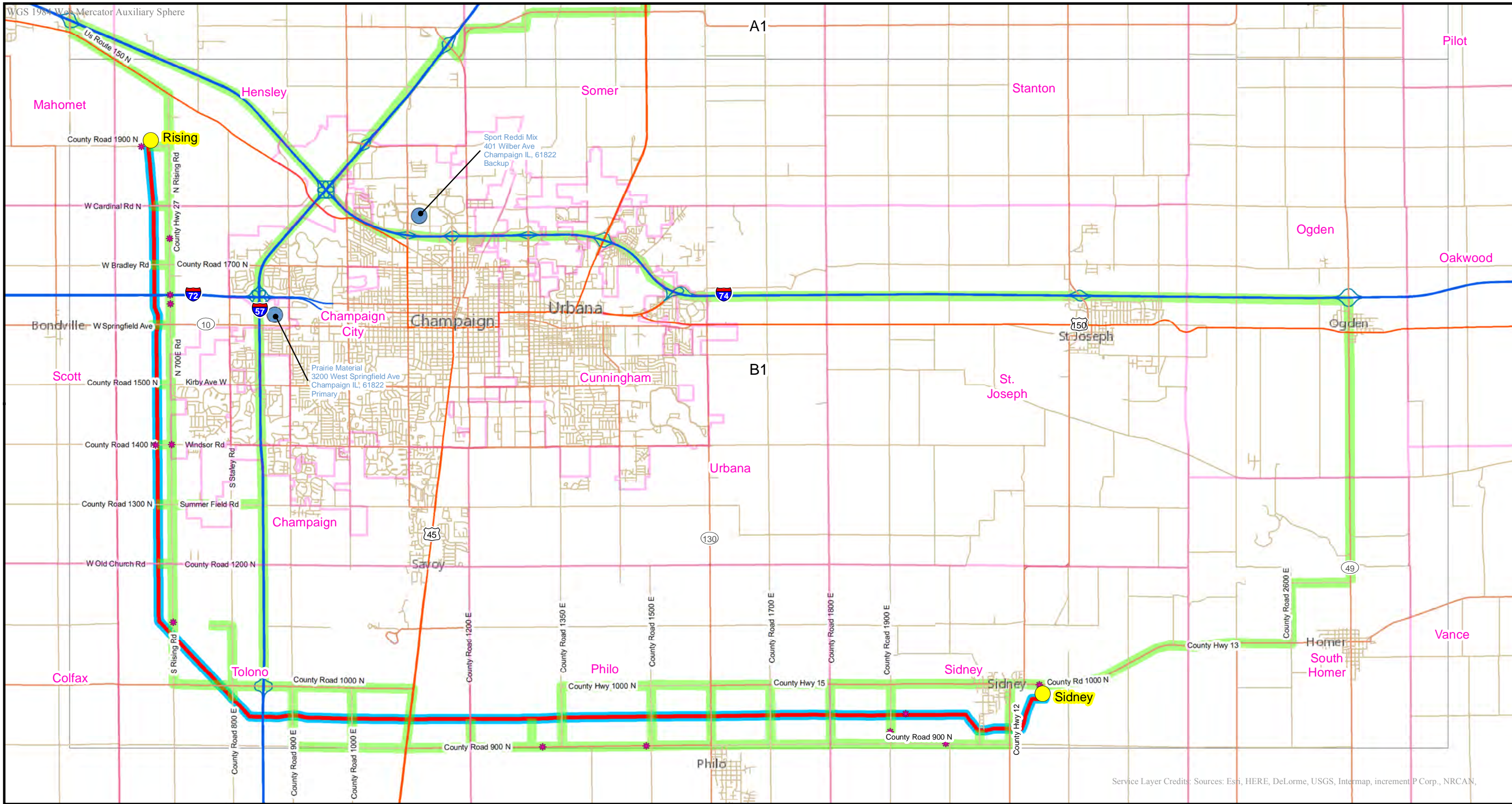


-  Bridges (No Weight Limit Posted)
-  Haul Routes
-  Haul Routes Map Grid
-  Laydown Yard
-  Concrete\_SR
-  Span Alignment Proposed



Sheet Name: A1





Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN,

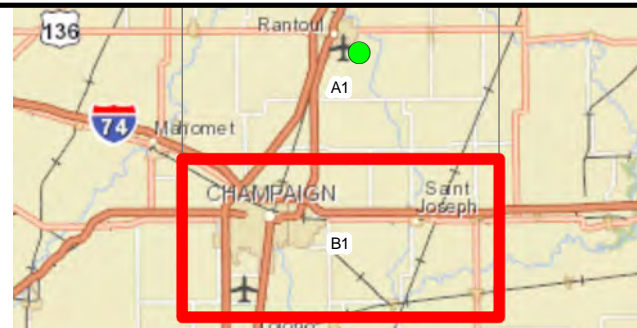
# Illinois Rivers Project

## Sidney to Rising Haul Routes

Page 2 of 2  
 1 inch equals 2 miles  
 Wednesday, September 24, 2014



- \* Bridges (No Weight Limit Posted)
- ▬ Haul Routes
- ▬ Haul Routes Map Grid
- Laydown Yard
- Concrete\_SR
- ▬ Span Alignment Proposed



Sheet Name: B1