



**CHAMPAIGN COUNTY BOARD  
HIGHWAY COMMITTEE AGENDA**

**County of Champaign, Urbana, Illinois**

Friday, March 8, 2024 9:00 a.m.

Lorraine Cowart Conference Room  
1605 E Main Street, Urbana, Illinois

**Committee Members:**

Lorraine Cowart – Chair

Tom “Ed” Sexton

Diane Michaels – Vice-Chair

Jennifer Straub

Samantha Carter

Leah Taylor

Brett Peugh

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda/Addenda
- IV. Approval of Minutes – February 9, 2024 1-2
- V. Public Participation
- VI. Communications
- VII. County & Township Motor Fuel Tax Claims – February 2024 3-4
- VIII. C-CARTS Presentation
- IX. FY2025 Section 5311 Rural Public Transportation and Downstate Operating Assistance Program (DOAP) Applications for Champaign County Area Rural Transit System (C-CARTS) 5
  - A. Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement 6
  - B. Public Transportation Ordinance 7
  - C. Acceptance of the Special Warranty 8
  - D. Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Agreement 9
- X. Petition Requesting and Resolution Approving the Appropriation of Funds from the County Bridge Fund, Brown Township #24-02145-00-BR 10-12
- XI. Resolution Appropriating \$750,000 from County Bridge Funds for Deck Replacement of Structure #010-0249, County Road 16, Section #24-00144-00-BR 13-14
- XII. Resolution Appropriating \$750,000 from County Bridge Funds for Deck Replacement of Structure #010-0249, County Road 8, Section #24-00143-00-BR 15-16
- XIII. Resolution Authorizing the County Executive to Sign an Intergovernmental Agreement Between the Village of Savoy and the County of Champaign for Project Funding on Curtis Road in Savoy 17
  - A. Intergovernmental Agreement Between the Village of Savoy and the County of Champaign for Project Funding 18-28
  - B. Curtis Road Original Intergovernmental Agreement Between the City of Champaign, Village of Savoy, and the County of Champaign 29-47
- XIV. Other Business
- XV. Chair’s Report
- XVI. Designation of Items to be Placed on the Consent Agenda
- XVII. Adjournment

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 two business days in advance.



**Champaign County Board  
Highway & Transportation Committee  
County of Champaign, Urbana, Illinois**

**MINUTES – SUBJECT TO REVIEW AND APPROVAL**

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DATE: Friday, February 9, 2024  
TIME: 9:00 a.m.  
PLACE: Lorraine Cowart Conference Room  
1605 East Main Street, Urbana, Illinois

**Committee Members**

**Present:** Samantha Carter, Lorraine Cowart, Diane Michaels, Brett Peugh, Tom “Ed” Sexton,  
Jennifer Straub, Leah Taylor

**County Staff:** Jenni Marner (Assistant County Engineer), Ryan Mumm (Assistant County Engineer)  
Michelle Carter (Office Manager/Accountant), Steve Summers (County Executive)

**Others Present:** Margie Croom

**MINUTES**

**I. Call to Order**

Committee Chair Cowart called the meeting to order at 9:00 a.m.

**II. Roll Call**

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

**III. Approval of Agenda/Addendum**

**MOTION** by Carter to approve the agenda; seconded by Straub.

Upon vote, the **MOTION CARRIED unanimously.**

**IV. Approval of Minutes – November 3, 2023**

**MOTION** by Michaels to approve the minutes of the November 3, 2023 meeting; seconded by Taylor.

Upon vote, the **MOTION CARRIED unanimously**

**V. Public Participation**

None

**VI. Communications**

None

**VII. County & Township Motor Fuel Tax Claims November & December 2023 and January 2024**

**MOTION** by Michaels to receive and place on file the County and Township Motor Fuel Tax Claims for November 2023, December 2023, and January 2024; seconded by Sexton.

Upon vote, the **MOTION CARRIED unanimously.**

**VIII. Petition requesting and Resolution Approving the Appropriation of Funds from the County Bridge Fund, Tolono Township #23-29139-00-BR**

51 Marner stated there is a culvert located in Tolono Township that needs replaced. The location is  
52 west of Tolono on 900E. The two existing culverts will be replaced with one larger culvert.  
53 **MOTION** by Carter to approve the resolution; seconded by Straub.  
54 Upon vote, the **MOTION CARRIED unanimously**.

55  
56 **IX. Petition requesting and Resolution Approving the Appropriation of Funds from the County**  
57 **Bridge Fund, Philo Township #24-19140-00-BR**

58 Marner discussed a bridge located in Philo Township on 800N that needs the bridge deck  
59 replaced. Several of the bridges needing replaced have shown up during the recent bridge  
60 inspections performed by the County.

61 **MOTION** by Michaels to approve the resolution; seconded by Straub.  
62 Upon vote, the **MOTION CARRIED unanimously**

63  
64 **X. Petition requesting and Resolution Approving the Appropriation of Funds from the County**  
65 **Bridge Fund, Compromise Township #24-06141-00-BR**

66 Marner said a bridge in Compromise Township located on 2700N south of Gifford needs  
67 replaced. The bridge deck replacement is similar to the one in Philo Township.

68 **MOTION** by Sexton to approve the resolution; seconded by Carter.  
69 Upon vote, the **MOTION CARRIED unanimously**

70  
71 **XI. Petition requesting and Resolution Approving the Appropriation of Funds from the County**  
72 **Bridge Fund, Rantoul Township #24-20142-00-BR**

73 Marner discussed a bridge deck replacement in Rantoul Township on 2600N east of  
74 Thomasboro.

75 **MOTION** by Michaels to approve the resolution; seconded by Taylor.  
76 Upon vote, the **MOTION CARRIED unanimously**

77  
78 Michaels asked about the road closures for the bridge replacements. Marner said that the  
79 petitions and resolutions just approved were going into the design phase and would most likely  
80 be next season bridge construction projects.

81  
82 **XII. Other Business**

- 83 • Michaels asked about the old bridge deck being removed in Harwood Township.
- 84 • Marner notified the committee the CH 6 Bridge replacement project would begin next  
85 month, and the CH 18 Philo slab project would begin in mid to late March.
- 86 • Marner informed the Committee the department is inspecting 225 bridges in Champaign  
87 County this January thru March.

88  
89 **XIII. Chair's Report**

90 None  
91

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

93 Cowart stated that items VIII thru XI be placed on the consent agenda.  
94

95 **XV. Adjournment**

96 There being no further business, Chair Cowart adjourned the meeting at 9:13 AM.  
97  
98 *\*\*Please note the minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.*

### County Motor Fuel Tax Claims

Date	Check No.	Payee	Description	Amount
12/31/2023	29310	Open Road Paving Co., LLC	Millings	\$ 7,931.84
12/31/2023	29311	Open Road Paving Co., LLC	Millings	\$ 3,236.28
12/31/2023	23912	Open Road Paving Co., LLC	Pay Estimate #3 CH 24/12	\$ 333,594.63
1/5/2024	28456	U of I	Conferences & Training	\$ 175.00
1/18/2024	25950	Jeff Blue	Travel Costs	\$ 347.81
1/18/2024	25951	Jeff Blue	Travel Costs	\$ 263.39
1/18/2024	26923	Jeff Blue	Conferences & Training	\$ 845.00
1/31/2024	29151	Jeff Blue	Travel Costs	\$ 1,083.54
1/31/2024	29044	DK Tanks & Pipe	Steel Pipe	\$ 8,463.00
1/31/2024	29234	DK Tanks & Pipe	Steel Pipe	\$ 9,295.93
2/20/2024	To Print	Natl Committee of Uniform Traffic Ctl	June 2024 Midyear Meeting	\$ 225.00
2/29/2024	To Print	DK Tanks & Pipe	Steel Pipe	\$ 2,814.00

## Township Motor Fuel Tax Claims

Date	Check No.	Payee	Description	Amount
2/1/2024	502664	Ezell Excavating and Trucking	CA-15 Delivery-Scott Township	\$ 2,697.25
2/2/2024	502612	Ezell Excavating and Trucking	CA-15 Delivery-Condit Township	\$ 1,015.16
2/2/2024	502611	Ezell Excavating and Trucking	CA-15 Delivery-Scott Township	\$ 5,210.32
2/5/2024	29352	Tuscola Stone	CA-15 Delivery-ColfaxTownship	\$ 47,033.90
2/5/2024	29351	Tuscola Stone	CA-14 Delivery-Crittenden Township	\$ 47,829.12
2/5/2024	502665	Ezell Excavating and Trucking	CA-15 Delivery-Scott Township	\$ 8,732.17
2/9/2024	29643	Tuscola Stone	CA-15 Delivery-Raymond Township	\$ 30,278.23
2/16/2024	502710	Ezell Excavating and Trucking	CA-15 Delivery-Scott Township	\$ 3,049.55
2/26/2024	To Print	Tuscola Stone	CA-15 Delivery-Brown Township	\$ 22,786.29



CHAMPAIGN COUNTY  
REGIONAL PLANNING  
COMMISSION

## Memorandum

**To:** Members of the Champaign County Highway Committee  
**From:** Rita Morocoima-Black, CCRPC/CUUATS Planning and Community Development Director  
Emma Woods, CCRPC/Program Compliance Oversight Monitor  
**Date:** February 26, 2024  
**Re:** FY2025 Section 5311 Rural Public Transportation and Downstate Operating Assistance Program (DOAP) Applications for Champaign County Area Rural Transit System (C-CARTS)

**Requested Action:** Approve the Resolutions Authorizing Execution and Amendment of Section 5311 Grant Agreement and Illinois Downstate Operating Assistance Program (DOAP), Champaign County Public Transportation Ordinance, and Acceptance of Special Warranty as part of the Federal and State grant applications for Fiscal Year 2025 continued operation of Champaign County Area Rural Transit System (C-CARTS).

**Background:** To continue to receive rural public transportation operating funding, Champaign County is required to submit grant applications annually for FTA section 5311 (Rural Public Transportation) and IL Downstate Operating Assistance Program (DOAP). These grants are awarded based on the Illinois Department of Transportation's (IDOT) Fiscal Year (July 1, 2024 - June 30, 2025). The separate applications were prepared by RPC staff with input from Champaign-Urbana Mass Transit District staff and will be submitted online.

### FY25 SECTION 5311 AND DOAP GRANT APPLICATION BUDGET

Allocated federal funding for FY2025 is \$ 177,721, while the allocated DOAP state funding is \$1,125,600. Total available funding is \$1,303,321; however, the amount of DOAP funding that Champaign County and its operator can obtain will depend on their ability to source local match funding. The FY2025 budget is based on FY 2024 budget and projected expenses and applied known changes for FY25 and increase the remaining lines by a standard 3% inflation rate. One additional item added to this budget under "local contributions" was the potential of providing transportation for individuals receiving treatment for opioid addiction. Also, additional funding was allocated under "Other special fare assistance" for additional local contracts. The amount of DOAP funding requested is \$1,042,865. This means the total federal and state request for FY2025 is \$ 1,518,500.



Champaign-Urbana Urbanized Area Transportation Study  
A program of the Champaign County RPC

1776 E. Washington St. Urbana, IL 61802  
P 217.328.3313 F 217.328.2426  
TTY 217.384.3862 CCRPC.ORG 5

people.possibilities.

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF  
SECTION 5311 GRANT AGREEMENT**

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq.* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF CHAMPAIGN COUNTY :

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2025 for the purpose of off- setting a portion of the Public Transportation Program operating deficits of Champaign County.

Section 2. That while participating in said operating assistance program, Champaign County will provide all required local matching funds.

Section 3. That the Champaign County Executive is hereby authorized and directed to execute and file on behalf of such application.

Section 4. That the Champaign County Executive is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Champaign County Executive is hereby authorized and directed to execute and file on behalf of the a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2025.

Section 6. That the Champaign County Executive is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2025.

PRESENTED and ADOPTED this 21st day of March 2024.

Signature of Authorized Official

Date

Attest

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Title

Champaign County Executive
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# Public Transportation Applicant Ordinance

ORDINANCE NUMBER: \_\_\_\_\_

AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATIO IN CHAMPAIGN COUNTY, ILLINOIS

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, the wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

NOW, THEREFORE, BE IT ORDAINED by the Champaign County Executive and the Champaign County Board that:

Section 1. Champaign County shall hereby provide public transportation within the county or counties limits.

Section 2. The clerk/secretary to the governing board of Champaign County shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Champaign County Executive is hereby authorized and directed to execute and file on behalf of Champaign County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Champaign County Executive is hereby authorized and directed to execute and file on behalf of Champaign County all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the Champaign Couty Board on the 21st day of March, 2024 and deposited and filed in the office of the clerk/secretary on that date.

Elected Board Members : \_\_\_\_\_

Members Present at Vote : \_\_\_\_\_

Members Voting "Aye" : \_\_\_\_\_ Members Voting "Nay" : \_\_\_\_\_ Members Abstaining: \_\_\_\_\_

Signature of Champaign County Executive

Date

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Print Form



# Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF CHAMPAIGN COUNTY :

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, Champaign County hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the Champaign County Board on the 21st day of March, 2024.

Signature of Authorized Official

Date

--	--

Authorized Official's Name Typed

--

Print Form

**Resolution No.**

**AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE  
OPERATING ASSISTANCE AGREEMENT**

**WHEREAS**, the provision of public transit service is essential to the people of Illinois; and

**WHEREAS**, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) (Act), authorizes the State of Illinois, acting by and through the Illinois Department ("DEPARTMENT"), to make fund available to assist in the development and operation of public transportation systems; and

**WHEREAS**, awards for said funds will impose certain obligations upon Champaign County, including the provision of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY:**

Section 1. Champaign County enter into a Downstate Public Transportation Operating Assistance Agreement (Agreement) with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2025 in order to obtain assistance under the provisions of the Act.

Section 2. That the County Executive is hereby authorized and directed to execute the Agreement or its amendments(s) on behalf of Champaign County for such assistance for fiscal year 2025.

Section 3. That the County Executive of Champaign County is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the funding for fiscal year 2025.

Section 4. That while participating in said operating assistance program Champaign County shall provide all required local matching funds.

**PRESENTED and ADOPTED** this 21<sup>st</sup> day of March 2024.

\_\_\_\_\_  
*Champaign County Board Chair*\_\_

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*Champaign County Board Executive*\_

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*Attest*

\_\_\_\_\_  
*(Date)*

PETITION REQUESTING AND RESOLUTION APPROVING APPROPRIATION  
OF FUNDS FROM THE COUNTY BRIDGE FUND  
PURSUANT TO 605 ILCS 5/5-501

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, Petitioners states the following:

1. Petitioner is the duly elected Highway Commissioner for the Brown Road Districts, Champaign County, Illinois; and
2. There is a Bridge located on County Road 3400N between Section 12 and Section 13 in Brown Township over the Sangamon River, which is in poor condition; 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 to replace the aforesaid bridge deck is estimated to be \$600,000 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 50% of the local cost for construction and 50% of the local cost for engineering associated with the replacement of said structure.

Respectfully submitted,

*David Stalter*

Commissioner of Highways of  
Brown Road District,  
Champaign County, Illinois

RESOLUTION NO.

WHEREAS, the County Board finds that based on the representations in the foregoing Petition, it is 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 50% of the local cost of engineering and 50% of the local 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, by receiving bids for the improvements.
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 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 21<sup>st</sup> day of March A.D., 2024.

\_\_\_\_\_  
Samantha Carter, Chair  
Champaign County Board

Approved:

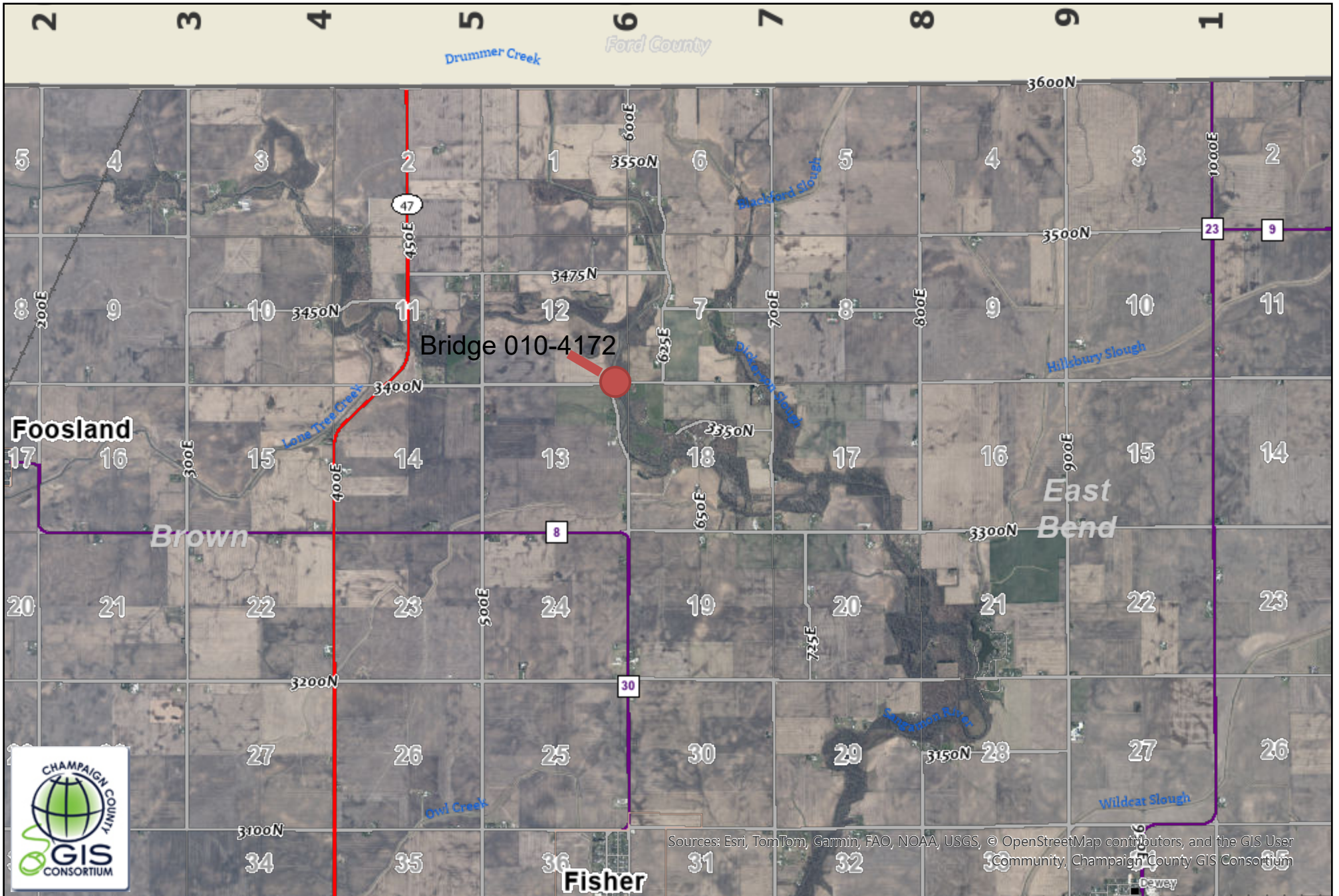
\_\_\_\_\_  
Steve Summers  
County Executive

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

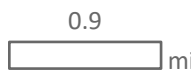
Recorded & Attest \_\_\_\_\_  
Aaron Ammons, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

Prepared by: Jeff Blue  
County Engineer

# Bridge 010-4172



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Champaign County GIS Consortium



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

**RESOLUTION APPROPRIATING \$400,000 FROM  
COUNTY BRIDGE FUNDS  
FOR DECK REPLACEMENT OF STRUCTURE #010-3339  
COUNTY ROAD 16  
SECTION #24-00143-00-BR**

WHEREAS, Structure #010-3339 on County Road 16 (St. Mary’s Road) over the Hackett Branch in Pesotum Township is in poor condition and is inadequate to serve the needs of the traveling public; and

WHEREAS, To insure the safety of the traveling public, it is necessary that said bridge deck be replaced; and

WHEREAS, The cost of replacing the aforesaid bridge deck is estimated to be \$400,000.00; and

WHEREAS, The Highway and Transportation Committee recommends that said replacement be performed; and

WHEREAS, The County Board of Champaign County concurs in the action recommended by the Committee.

NOW, THEREFORE, BE IT RESOLVED, That there is hereby appropriated the sum of Four Hundred Thousand Dollars (\$400,000.00) from County Bridge Funds for this replacement.

PRESENTED, ADOPTED, APPROVED and RECORDED this 21st day of March 2024.

\_\_\_\_\_  
Samantha Carter, Chair  
Champaign County Board

Approved:

Recorded & Attest: \_\_\_\_\_  
Aaron Ammons, County Clerk  
and ex-Officio Clerk of the  
Champaign County Board

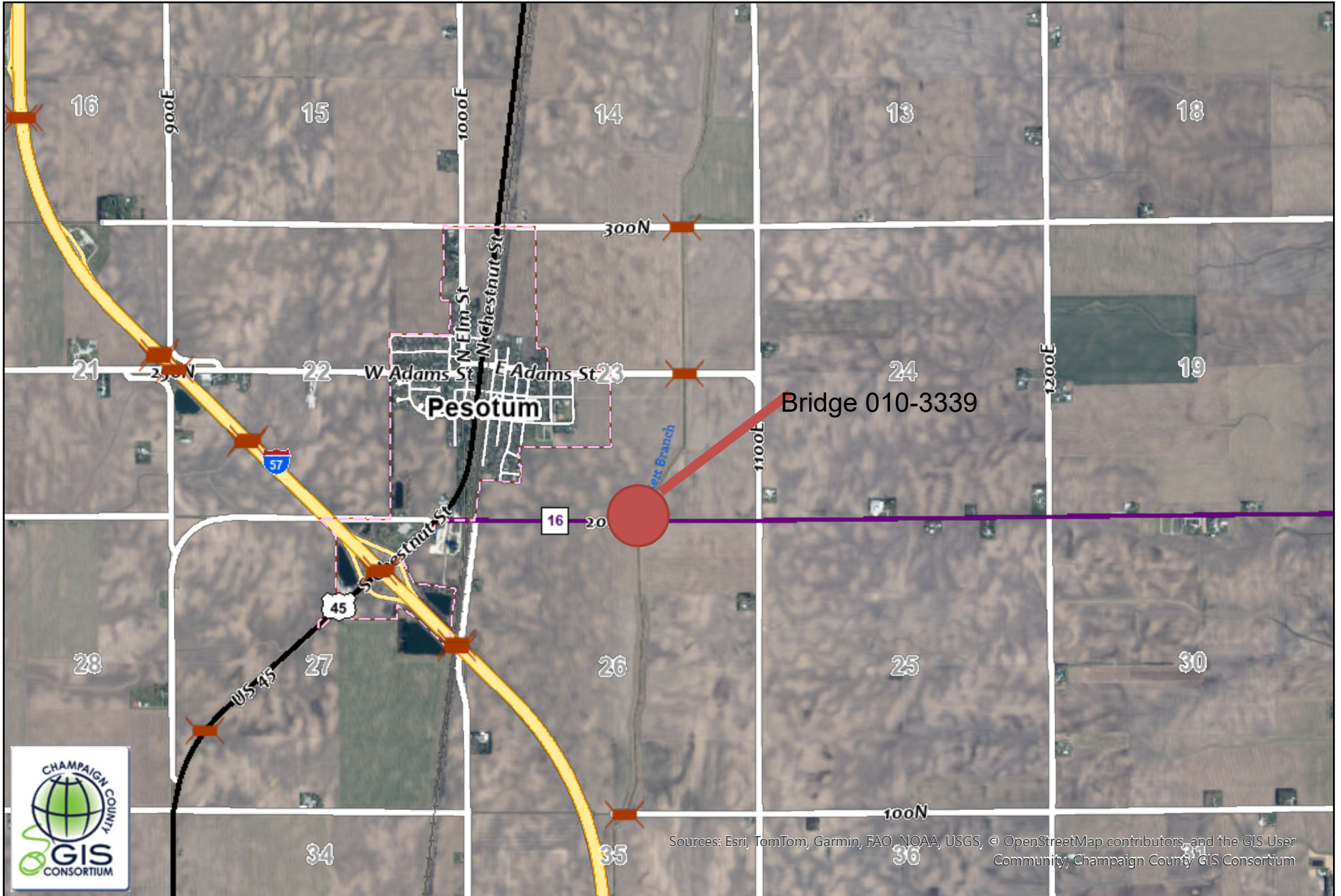
\_\_\_\_\_  
Steve Summers, County Executive

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

Prepared by: Jeff Blue, County Engineer



# Bridge 010-3339



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

**RESOLUTION APPROPRIATING \$750,000 FROM  
COUNTY BRIDGE FUNDS  
FOR DECK REPLACEMENT OF STRUCTURE #010-0249  
COUNTY ROAD 8  
SECTION #24-00144-00-BR**

WHEREAS, Structure #010-0249 on County Road 8 (Foosland Road) over the Lone Tree Creek in Brown Township is in poor condition and is inadequate to serve the needs of the traveling public; and

WHEREAS, To insure the safety of the traveling public, it is necessary that said bridge deck be replaced; and

WHEREAS, The cost of replacing the aforesaid bridge deck is estimated to be \$750,000.00; and

WHEREAS, The Highway and Transportation Committee recommends that said replacement be performed; and

WHEREAS, The County Board of Champaign County concurs in the action recommended by the Committee.

NOW, THEREFORE, BE IT RESOLVED, That there is hereby appropriated the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) from County Bridge Funds for this replacement.

PRESENTED, ADOPTED, APPROVED and RECORDED this 21st day of March 2024.

\_\_\_\_\_  
Samantha Carter, Chair  
Champaign County Board

Approved:

Recorded & Attest: \_\_\_\_\_  
Aaron Ammons, County Clerk  
and ex-Officio Clerk of the  
Champaign County Board

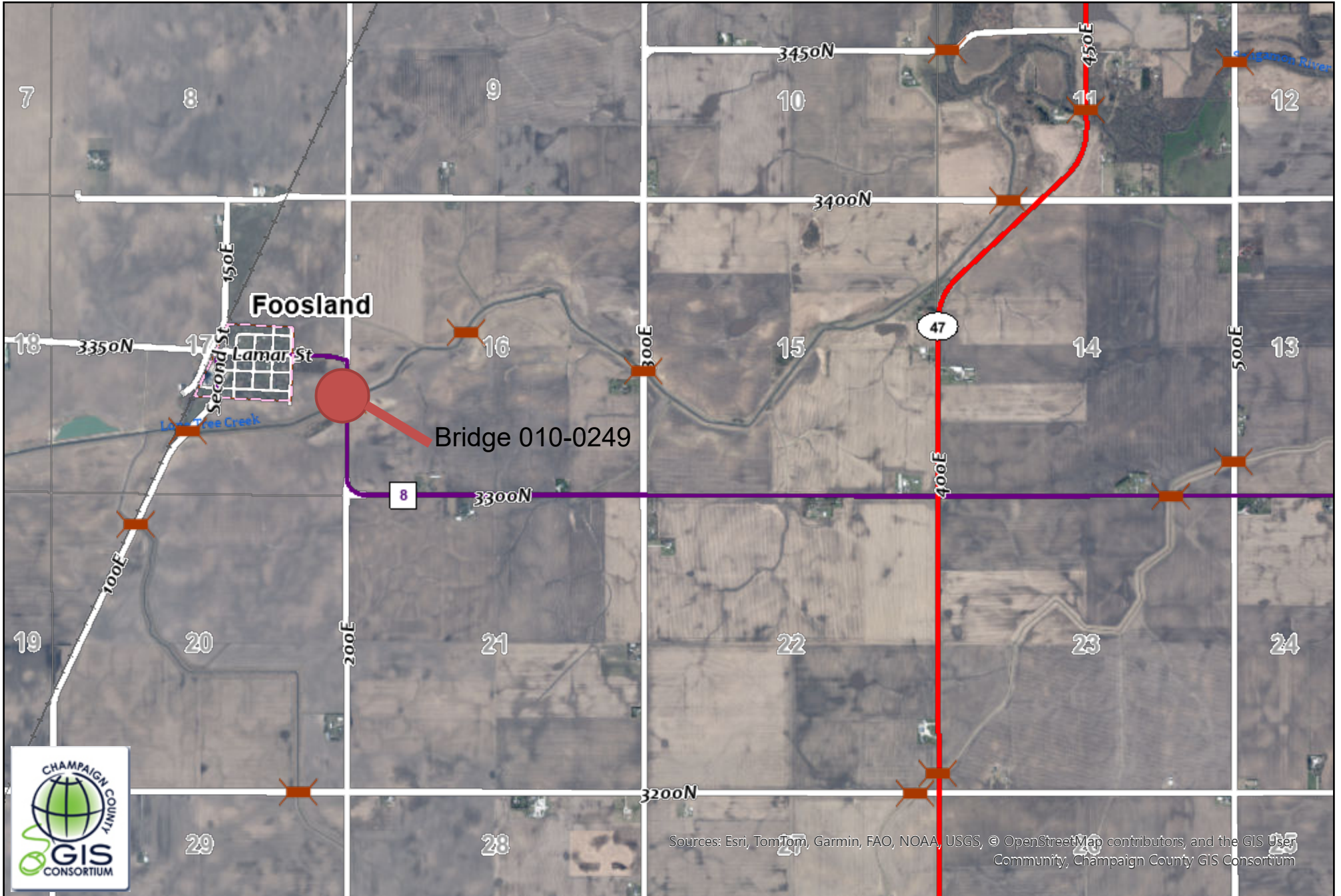
\_\_\_\_\_  
Steve Summers, County Executive

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

Prepared by: Jeff Blue, County Engineer



# Bridge 010-0249



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RESOLUTION NO.

RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SAVOY AND THE COUNTY OF CHAMPAIGN FOR PROJECT FUNDING ON CURTIS ROAD IN SAVOY

WHEREAS, Champaign County and The Village of Savoy wish to enter into an agreement concerning the construction of Curtis Road in Savoy; and

WHEREAS, The above mentioned agreement is attached and made part of this resolution; and

WHEREAS, The County Engineer recommends to the County Board that the County enter into this agreement; and

WHEREAS, The County Board of Champaign County concurs in the action recommended by the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, That the County Executive of Champaign County is hereby authorized to sign the Intergovernmental Agreement on behalf of Champaign County and bind the County to the terms contained therein.

PRESENTED, ADOPTED, APPROVED and RECORDED this 21<sup>st</sup> day of March, 2024.

\_\_\_\_\_  
Samantha Carter, Chair  
Champaign County Board

Approved:

Recorded & Attest \_\_\_\_\_  
Aaron Ammons, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

\_\_\_\_\_  
Steve Summers  
County Executive

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SAVOY AND  
THE COUNTY OF CHAMPAIGN FOR PROJECT FUNDING

This Intergovernmental Agreement (hereinafter “Agreement”) is effective as of [Insert Date] and is entered into by and between the Village of Savoy, a home rule Illinois municipal corporation and body politic (hereinafter “Village”) and the County of Champaign, a body corporate and politic (hereinafter “County”), collectively referred to as “Parties”.

RECITALS

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

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

**WHEREAS**, the Village and the County have a responsibility to provide for an adequate roadway system for the travelling public and desire to work collaboratively to perform this function as efficiently and effectively as possible; and

**WHEREAS**, improvement of the Curtis Road corridor, between Prospect Avenue to First Street, along with construction of a grade separation structure at the crossing of Curtis Road and the Canadian National/Illinois Central Railroad Corridor, and associated rail track realignment, has been jointly planned and advocated by the Village and the County for several decades; and

**WHEREAS**, improved roadways and creation of a grade separation rail crossing will provide for improved emergency response and economic vitality, at benefit to both parties, and the entire region, and

**WHEREAS**, the Village successfully was awarded over \$22.6M in federal funds to complete the Curtis Road Grade Separation and Complete Streets Project, in part thanks to generous and continuous support from the County; and

**WHEREAS**, other State and local government partners and community stakeholders have committed funding to the Curtis Road Grade Separation and Complete Streets Project; and

**WHEREAS**, the County desires to formalize its funding commitment to the Curtis Road Grade Separation and Complete Streets Project, as outlined in the successful grant award, as further enumerated in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

**Section 1. Incorporation of Recitals.** The recitals of this Agreement are deemed accurate and true and are hereby incorporated into this Section as if set out herein in full.

**Section 2. Definitions.**

- (a) “Jurisdiction” means the authority and responsibility to administer, control, construct, maintain and operate all elements of the area within the right-of-way (ROW) of a road highway, including within any permanent and temporary construction easements associated with said responsibilities.
- (b) “Maintenance” means the performance of all activities necessary to keep a highway in serviceable condition for vehicular traffic.
- (c) “ROW” means land or interest therein acquired for or devoted to a highway, including any easements for the purposes of administering said highway.
- (d) “Highway” means and public way for the purposes of conveying multiple modes of transportation, including pedestrians, bicycles, and vehicles, which has been laid out in pursuance of any law of this State. The term “highway” includes ROW, pavements, curbs, parkways, sidewalks, bikeways, drainage structures, channels, stormwater conveyance and management systems, signs, traffic signals, protective structures and all other structures and appurtenances necessary or convenient for conveyance of multiple modes of transportation as described herein.

“Expense” includes costs for general services such as appraisers, ROW agents, attorneys, engineers, and other consultants; and costs for the procurement of the required materials, equipment, and labor for specific items or activities; as necessary for the completion of the project.

- (e) “Project” is defined as services, materials, equipment, and labor required to complete the construction of Curtis Road Grade Separation and Complete Streets Project from Prospect Avenue to First Street, including the construction of a grade separation structure as set forth in Exhibit “A.”

**Section 3. Lead Agency.** The Village shall serve as the Lead Agency for the Project; managing the procurement of all professional services and construction, as needed to provide for the completion of the Project in its entirety.

*Agreement continues on the next page.*

**Section 4. Phases.** The Project shall be completed in phases in accordance with Illinois Department of Transportation (IDOT) accepted terminology.

- (a) Phase I includes preliminary design engineering activities such as historical, cultural, environmental, and biological assessment and compliance, traffic studies, noise abatement studies, development of project alignment, geographical limits, and the determination of vertical as well as horizontal geometry, assessment of ROW needs, as well as preliminary opinion of probable costs.
- (b) Phase II work includes final design to include development of final design plans, project estimate, preparation of ROW acquisition documents, ROW acquisition costs and all other costs associated with preparing the project for an IDOT Letting (IDOT bid process).
- (c) Phase III costs include all construction related costs including procurement of labor, equipment, materials, and services as needed to construct the Project including construction engineering services as required by IDOT to construct the Project.

**Section 5. General Responsibilities Assigned to the Village.** In addition to serving as Lead Agency, the Village also agrees to manage the work of the service providers and consultants, as needed, and to administer any grants related to the Project. The Village, working with and through their service providers, shall manage and complete all ROW acquisition required to build and maintain the Project.

**Section 6. General Responsibilities Assigned to County.** The County shall provide for the necessary administrative actions necessary to provide for the funding and execution of timely payments for costs of services rendered for the completion of Phase III of the work as outlined herein.

**Section 7. Descriptions, Responsibilities, Schedule, and Costs.** Attached hereto, as Exhibits A through D, are detailed project description, project maps, an anticipated project schedule, and an outline of project costs. The Village shall pay for the entirety of the Phase I and Phase II project engineering costs. The Village and the County shall share in the costs of Phase III. The County share of the construction funding shall be \$862,500. The Village will pay for the remaining local share of the project construction costs. While Village costs may vary based on the actual project cost, the County share will not increase.

**Section 8. Invoices and Reimbursement Procedures.** IDOT will award and administer all contracts utilizing Federal and or State funds and invoice the Village for the local share of the project costs. After receiving each invoice from IDOT, the Village will subsequently invoice the County for twenty percent of the invoice, until such time as the \$862,500 County share has been realized. Upon request, the Village shall provide the reasonable and appropriate documentation regarding the actual cost of the Project, as related to the County's share. Reimbursement payments shall be made by the County to the Village in accordance with 50 ILCS 505, "Local Government Prompt Payment Act".

**Section 9. Jurisdiction and Maintenance.** The maintenance and jurisdictional responsibilities for the constructed improvements from Prospect Avenue to First Street along the Curtis Road corridor shall be the responsibility of the Village. IDOT will continue to maintain jurisdiction of the U.S. Route 45 corridor, and Canadian National Railroad will continue to maintain jurisdiction of the railroad corridor. The County shall not have any maintenance responsibilities, nor shall the County have any jurisdictional responsibilities for the resulting improvements.

**Section 10. Assignment.** This Agreement shall be binding on the Parties and their respective successors and assigns, provided however, that neither Party may assign this Agreement, or any obligations imposed hereunder, without the prior written consent of the other Party.

**Section 11. Confidentiality and Ownership of Documents.** In the performance of the Project, the Village and the County may have access to certain information, belonging to the other Party, which is not generally known to others ("Confidential Information"). Both Parties agree not to use or disclose to any third party, except as required by court order or applicable law, any Confidential Information or any records, reports, or documents prepared or generated because of this Agreement without the prior written consent of the other Party. The terms of this section shall survive the expiration or termination of this Agreement.

**Section 12. Termination.** If Phase III work has not commenced by January 1, 2030, either party may declare its intent to withdraw from this Agreement with ninety (90) days written notice. Upon receipt of such written notice, and substantively prior to the expiration of the ninety (90) day notice period, the Parties shall meet to identify and, to the best of their ability, to resolve cause for the delay; mutually agreeing to a plan for a resolution which allows the Project to continue. If a plan of resolution is not accepted by the Parties within ninety (90) days of the written notice of intent to withdraw from this Agreement, either Party shall have the right to terminate this Agreement. Upon such termination, the future liabilities of the Parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

**Section 13. Entire Agreement and Amendment.** This Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the Parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both Parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

*Agreement continues on the next page.*

**Section 14. Notices.** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE VILLAGE:

Village Administrator  
Village of Savoy  
611 N. Dunlap Avenue  
Savoy, IL 61874-8406

WITH COPY TO:

Marc Miller, Village Attorney  
Miller and Hendren  
P.O. Box 980  
Champaign, IL 61824

IF TO THE COUNTY:

County Executive  
County of Champaign  
1776 E. Washington Street  
Urbana, IL 61802-4516

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

VILLAGE

COUNTY

\_\_\_\_\_  
John P. Brown  
Village President

\_\_\_\_\_  
Steve Summers  
County Executive

ATTEST

ATTEST

\_\_\_\_\_  
Wendy M. Hundley  
Village Clerk

\_\_\_\_\_  
Aaron Ammons  
County Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Marc Miller  
Village Attorney

\_\_\_\_\_  
Authorized Representative  
on behalf of the State's Attorney

## **EXHIBIT A PROJECT DESCRIPTION**

Length & Width: Four through lanes with center turn lane roadway with approximately 150 feet of right-of-way, with a Total Length of approximately 6,715 feet.

Highway Components: This project will include design, acquisition of all ROW, excavation, and embankment as necessary to build the project. The project will also include required utility relocations, pavement construction, installation of drainage structures and facilities, signage, and traffic signals at the intersection of Curtis Road and U.S. Route 45 as well as intersection improvements, landscaping, and roadway lighting along the corridor.

Grade Separation Structure: The project will include design, right-of-way acquisition, utility relocations, and construction activities as necessary to construct a railroad grade separation structure with rail being routed over the roadway at the intersection of Curtis Road and the Canadian National/Illinois Central railroad. The grade separation structure work will also include track realignment and railroad embankment work as necessary to construct the grade separation structure. The realignment and rail embankment work is anticipated to occur between limits of Church Street and Winsor Road.



**EXHIBIT B  
PROJECT COSTS**

Based on preliminary estimates provided with the federal grant application the anticipated project costs are as follows.

<b>COST CLASSIFICATION</b>	<b>ITEM COST</b>
Administration and Legal Expenses	\$135,300
Land, Structures, Right-of-Way	\$1,213,000
Relocation Expenses & Payments (Utilities)	\$3,367,700
Architectural and Engineering Fees	\$3,146,000
Project Inspection Fees	\$2,621,000
Site Work	\$760,300
Demolition & Removal	\$753,100
Construction	\$21,947,200
Equipment	\$1,125,500
Miscellaneous	\$1,596,300
<b>Subtotal</b>	<b>\$36,665,400</b>
Contingencies (10%)	\$3,700,000
<b>Total Costs</b>	<b>\$40,365,400</b>
<b>Local Funding</b>	
Champaign County	\$862,500
Village of Savoy	<u>\$1,341,300.00</u>
<b>Total Anticipated Local Funding</b>	<b>\$2,203,800.00</b>

**EXHIBIT C  
ANTICIPATED PROJECT SCHEDULE**

The anticipated project schedule is as follows.

Phase I & II Engineering Design	November 2022	to	November 2025
Project Letting (IDOT bidding)	November 2025		
*Phase III (Construction Phase)	March 2026	to	November 2028

\*Construction (Phase III) funding would need to be available during calendar years 2027 to 2028.

**EXHIBIT D**  
**PROJECT AREA MAP**

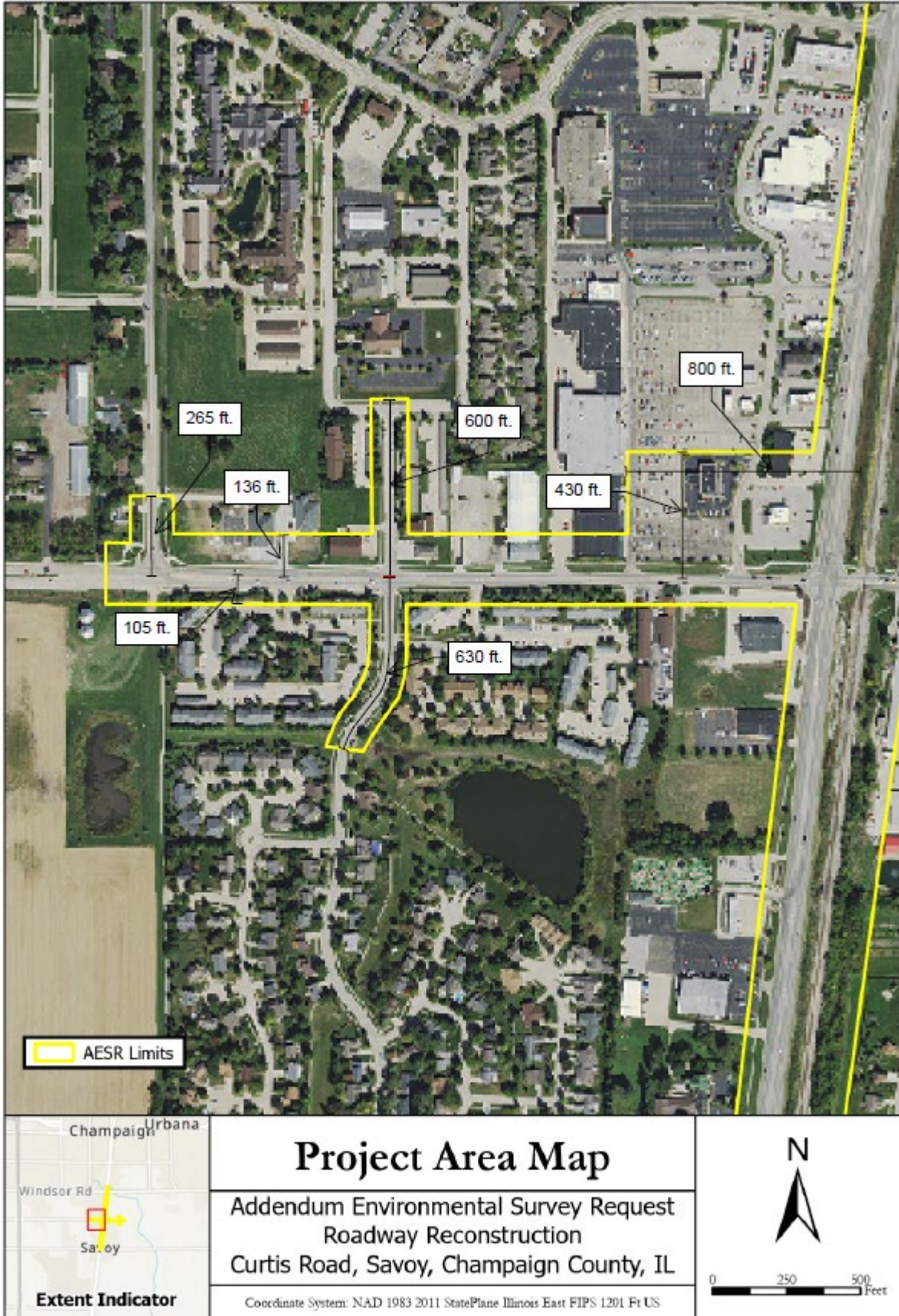
The project shall generally be located with the limits of the project limit map D-1 and map D-2 shown on the following pages.

APPENDIX D  
MAP D-1





APPENDIX D  
MAP D-2



**AN INTERGOVERNMENTAL AGREEMENT  
FOR THE CONSTRUCTION OF CURTIS ROAD BETWEEN  
THE CITY OF CHAMPAIGN, VILLAGE OF SAVOY, AND  
THE COUNTY OF CHAMPAIGN**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the City of Champaign, a municipal corporation ("City"), the Village of Savoy, Illinois, a municipal corporation ("Savoy"); and the County of Champaign, Illinois ("County").

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

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

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

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

WHEREAS, Curtis Road west of First Street will provide a necessary major transportation link across the south side of the community; and

WHEREAS, the City, Savoy, and the County find it to be in the best interest of the public to construct the section of Curtis Road from Staley Road to First Street according to the location

study that will be completed for this road and approved by the Illinois Department of Transportation; and

WHEREAS, the City, Savoy and the County find it appropriate to share the responsibilities and costs as provided in Exhibits A through G in this agreement.

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

**Paragraph 1. Definitions.**

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

- (e) "Direct expenses" include costs for appraisers, ROW agents, attorneys, and other direct expenses necessary for the completion of the project.
- (f) "Resident Engineer" is a Professional Engineer appointed by the lead agency for a project. The duties of the Resident Engineer are described in the IDOT Road and Bridge Specifications.

**Paragraph 2. Projects.** "Project A" is defined as the work required to complete construction of Curtis Road from Staley Road to Duncan Road as set forth in Exhibit "A".

"Project B" is defined as the work required to complete construction of Curtis Road from Duncan Road to Wynstone Drive as set forth in Exhibit "B".

"Project C" is defined as the work required to complete construction of Curtis Road from Wynstone Drive to US 45 as set forth in Exhibit "C".

"Project D" is defined as the work required to complete construction of Curtis Road from US 45 to First Street as set forth in Exhibit "D".

"Project E" is defined as the work required to complete construction of the grade separation of Curtis Road and the Illinois Central/Canadian National Railroad.

**Paragraph 3. Lead Agency.** The City shall be the lead local agency for Projects A, B, and C and the County will be the lead agency for Project D and E.

**Paragraph 4. Phases.** Each project will be completed in phases. For Projects A - D, Phase 1 will include design engineering, acquisition of all right-of-way, excavation, embankment work, utility relocations, and drainage structures and facilities for a four-lane road. Phase 2 will include construction engineering and paving for the center two lanes of Curtis Road and



installation of signs and traffic signals. Phase 3 will include construction of the outside two lanes of Curtis road.

For Project E, Phase 1 will include design engineering, acquisition of all right of way, and major utility relocation for a four-lane grade separation. Phase 2 will include construction engineering, excavation, embankment work, paving, drainage structures and facilities for a four-lane grade separation, relocation of railroad tracks and a bridge, and installation of signs.

**Paragraph 5. Engineering and Other Services.**

- (a) **Consulting Engineer.** A Qualifications Based Selection process was used to select the consulting Engineer, Clark Dietz, to complete the location study. The parties intend to negotiate a contract with the same Engineer to prepare plans, specifications and estimates (PS&E) and construction engineering for Projects B-E. IDOT will be the Engineer for Project A. The Engineer selected for PS&E and construction engineering shall not be an employee of any of the parties. The City is the lead agency that will contract with the Engineer for Phase 1 of Projects B-E. The City shall contract with the Engineer for Phase 2 of Projects B and C. Prior to entering into such contracts, the City shall obtain prior written approval from the other parties for the scope of work to be performed by the Engineer and the terms of the contract. The County will contract with the Engineer for Phase 2 of Projects D and E. Prior to entering into such a contract, the County shall obtain prior written approval from Savoy for the scope of work to be performed by the Engineer and the terms of the contract.
- (b) **Resident Engineer & Construction Inspection.** The lead agency will provide a Resident Engineer for the construction phase that shall be an employee of the lead agency. The lead agency may provide additional construction inspection staff from the employees of

the lead agency if not included in a contract with a private engineering firm to perform supplemental engineering services during the construction phase.

- (c) **Other Professional Services.** The lead agency shall select and contract with other professionals necessary or desirable for the completion of the project including, but not limited to, title companies, real estate appraisals, right-of-way agents, and attorneys. Direct expenses, including but not limited to legal, title, real estate appraisal, right-of-way agent, soils and material testing services and other professional services expense associated with administering, managing, applying for grants, engineering or acquiring right-of-way for the project shall be eligible for reimbursement under the cost share provisions in this agreement and Exhibits A through G. However, prior to entering into any contract for necessary professional services, the lead agency shall provide a good faith estimate of the cost and a description of such services to the other parties. The cost will not exceed such estimates without the written approval of the other effected parties.

**Paragraph 6. Implementation.**

- (a) **Timing.** The City, Savoy, and the County agree to take all necessary steps to implement the project and perform those activities set forth in Exhibits A through G hereto, which is incorporated herein by reference. It is the intent of the parties to complete the Phase 1 work for Projects A-E in 2005. Phase 2, the construction, should be completed as follows: Project A, 2007; Project B, 2006; Project C, 2009; Project D, 2011; and Project E, 2012.
- (b) **City Budgeting; Savoy Budgeting; County Appropriations.** The financial shares of the City, Savoy, and County shall be as set forth in Exhibits A through G for Phase 1 and Phase 2 improvements for Projects A-E. The City, Savoy, and County agree to budget or

appropriate amounts sufficient to meet their commitments for paying their respective share of the balance of the local costs as set forth herein.

(c) Eminent Domain.

1. At the written request of the lead agency, the party in whose jurisdiction the real property required for the project (“subject property”) lies (“jurisdictional entity”) shall take such action as necessary to exercise its right of eminent domain over the subject property. The jurisdictional entity shall exercise its right of eminent domain over the subject property, if necessary, by passage of appropriate and effective authorizing legislation as soon as practical after the receipt of the aforementioned written request.
2. If the County is the jurisdictional entity that needs to exercise its eminent domain powers, then the Champaign County State’s Attorney will perform the necessary legal work for eminent domain action or will appoint the City Attorney as a Special Assistant State’s Attorney to perform the necessary legal work for eminent domain action.

- (d) Phase 3. Phase 3 will be completed when warranted by traffic and agreed to by the parties. Issues involving project scope, schedule, lead agency responsibility, and cost shares for Phase 3 will be negotiated and included in a separate agreement.

**Paragraph 7. Jurisdictional Transfer.**

- (a) Subject to subsection (b), the City will have jurisdiction and maintain the road from Staley Road to a point ¼ mile east of Mattis Avenue after completion of the Phase 2 projects and completion of the jurisdictional transfer process. Savoy will have jurisdiction and maintain the road from a point ¼ mile east of Mattis Avenue to First Street and the

grade separation structure after completion of Phase 2 projects and completion of the jurisdictional transfer process.

- (b) As provided by statute, the City, Savoy and the County shall exercise reasonable efforts to submit such documentation to the Illinois Department of Transportation (IDOT) so as to secure approval by IDOT of any transfer of jurisdiction agreed to by the parties herein. Such submissions shall be generally in accordance with IDOT's "Jurisdictional Transfer Guidelines for Highway and Streets Systems," dated April 1993 or any such successors document.
- (c) Until the roadway is annexed to the City or Savoy as the case may be, the jurisdictional transfer shall not effect a transfer of the provision of police and fire services for the particular segment of the highway.

**Paragraph 8. Further Actions.**

- (a) The City, Savoy, and the County hereby agree to take any official action necessary to accomplish any of the undertakings set forth in this agreement, including the passage of legally sufficient resolutions or ordinances, appropriation of money, the execution of any and all documents necessary to evidence jurisdictional transfers and any and all other undertakings set forth in this Agreement. The Mayor and City Manager of the City, the Mayor and Village Administrator of Savoy, and the Champaign County Board Chair and County Engineer are hereby authorized by the approval of this Agreement by the respective governing bodies of the City, Savoy, and the County to execute any such documents necessary to carry out the terms of this Agreement.
- (b) Time is of the essence of this Agreement.

**Paragraph 9. Descriptions, Responsibilities, Estimates and Cost Shares.** Attached hereto as Exhibits A through G are descriptions of the Project and responsibilities, estimates, and cost shares. Exhibits A through G are a substantial basis for the entry into this agreement by the parties. The cost estimates represent the year 2000 dollars. Actual costs will vary depending on the final design and inflationary increases due to the timing of the construction.

**Paragraph 10. Other Money; Grants.** Any other grant or reimbursement funds for design, land acquisition, or construction including but not limited to funds received for the project from the Illinois Commerce Commission, Illinois Department of Transportation, State or Federal Governments, developers, or other parties or agencies will be used to lower the local shares of the cost.

**Paragraph 11. Maps.** Attached hereto as Exhibit F is a map of which the parties agree is the section of highway subject to the provisions of this Agreement.

**Paragraph 12. Cooperation.** The City, Savoy, and the County agree to reasonably cooperate to allow the Engineer selected to commence work by January 1, 2004.

**Paragraph 13. Invoices.** IDOT shall award all contracts utilizing Federal Funds, make all payments to the construction contractor from Federal and State funds, and invoice the lead agency for the local share of the construction costs. The lead agency shall invoice the other responsible parties in accordance with cost shares and payment limits described in this agreement and Exhibits A through G. The lead agency shall invoice the other responsible parties for costs after receipt of invoice for payment, which is due and payable. Upon request, the lead agency shall provide reasonable documentation to the other responsible parties regarding the actual cost of the work. Reimbursement payments shall be made to the lead agency within thirty (30) days of the date the party receives an invoice for its share of the cost.

**Paragraph 14. Effective Date of Agreement.** The Agreement shall be effective, as between the City, Savoy and the County, when the Agreement is approved by the last of the City Council, Village Board, or the County Board.

**Paragraph 15. Effective Date of Jurisdictional Transfers.** The effective date of any jurisdictional transfer indicated in Exhibits A through G shall be as indicated therein.

**Paragraph 16. Termination.** If the Consulting Engineer has not commenced work by January 1, 2004, any party may declare its intent to withdraw from this agreement with ninety (90) days written notice. Upon receipt of such written notice and prior to the expiration of ninety (90) days, the parties shall meet to identify and, to the best of their ability, resolve the cause for delay or develop a plan for resolution to allow the project to continue. If the cause for delay is within the control of the parties and is not resolved or a plan for resolution is not accepted by all parties within ninety (90) days of the written notice of intent to withdraw from this agreement, all benefits and obligations contained herein shall be null and void as to the declaring party after the ninety (90) days has elapsed.

**Paragraph 17. Amendment.** No amendment to this Agreement shall be effective unless it is in writing and signed by the parties hereto.

**Paragraph 18. Notices.** Notice with respect to any matter contained herein shall be sent first class and mailed to:

CHAMPAIGN:  
City Manager  
City of Champaign  
102 N. Neil Street  
Champaign, IL 61820

City Engineer  
City of Champaign  
702 Edgebrook Drive  
Champaign, IL 61820

SAVOY:  
Village President  
Village of Savoy  
P.O. Box 256  
Savoy, IL 61874

Director of Public Works  
Village of Savoy  
P.O. Box 256  
Savoy, IL 61874

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

County Engineer  
County of Champaign  
1905 E. Main St.  
Urbana, IL 61802

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF CHAMPAIGN

VILLAGE OF SAVOY

COUNTY OF CHAMPAIGN

By: Paul G. Bey  
City Manager

By: Richard C. McCreary  
Village President

By: Patricia Avery  
Chair

Date: 12-18-2001

Date: 12-19-2001

Date: 1-10-02

ATTEST: Maureen L. Burns  
City Clerk

ATTEST: Billee J. van der Weegen  
Village Clerk

ATTEST: Mark Shehler  
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]  
City Attorney

[Signature]  
Village Attorney

Charisma Tordancher  
Its Attorney

11-20-01  
City Council Approval Date

12-19-2001  
Village Approval Date

12-18-01  
County Approval Date

2001-275  
Council Bill Number

**EXHIBIT A**  
**PROJECT A - CURTIS ROAD, STALEY ROAD TO DUNCAN ROAD**

Length & Width: Four-lane roadway with approximately 150' right-of-way.

Total length = approximately 5280 ft.

Highway Components: Phases 1 and 2 will include design, acquisition of all right-of-way for roadway, excavation, and embankment work for four lanes, interchange with Interstate 57, utility relocations, paving for the center two lanes, drainage structures and facilities, signage, and traffic signals at the Staley Road intersection, and intersection lighting. Phase 3 will include widening to four lanes at a future date.

Cost Estimate:

It is anticipated that IDOT will complete the design and will construct the I-57 interchange and part of Curtis Road approaching the interchange from Staley Road to Duncan Road. There will be a local share of the cost that can be paid with STP-U funds and local agencies will be responsible for the remaining costs. Phases 1 and 2 (engineering, ROW, and all earthwork, construct center two lanes, other professional services, and direct expenses) = approximately \$2,200,000.

Cost Share: It is anticipated that 50% of the construction and utility relocation cost will be paid with Federal STP-U funds, approximately \$1,000,000. The City and the County will share equally in the local share of the Phase 1 and Phase 2 costs not paid with Federal, State, or other grant or reimbursement funds, approximately \$1,200,000. The City and County will each pay for the remaining local share for the part of the project within their jurisdiction as described below, approximately \$600,000 for Champaign and \$600,000 for the County.

Jurisdiction and Maintenance: The City will have jurisdiction and maintain the road upon completion of the Phase 2 project. The same jurisdiction will remain after Phase 3.



**EXHIBIT B**  
**PROJECT B - CURTIS ROAD, DUNCAN ROAD TO WYNSTONE DRIVE**

Length & Width: Four-lane roadway with approximately 150' right-of-way.

Total length = approximately 2640 ft.

Highway Components: Phases 1 and 2 will include design, acquisition of all right-of-way for roadway, excavation, and embankment work for four lanes, utility relocations, paving for the center two lanes, drainage structures and facilities, signage, and traffic signals at the Duncan intersection, and intersection lighting. Phase 3 will include widening to four lanes at a future date.

Cost Estimate:

Phases 1 and 2 (engineering, ROW, and all earthwork, construct center two lanes, other professional services, and direct expenses) = approximately \$2,997,858.

Cost Share: It is anticipated that 50% of the construction and utility relocation cost will be paid with Federal STP-U funds, approximately \$1,056,191. The City and County will share equally the remaining local share of the Phase 1 and Phase 2 costs not paid with Federal or other grant or reimbursement funds, approximately \$970,834 each

Jurisdiction and Maintenance: The City will have jurisdiction and maintain the road upon completion of the Phase 1 and Phase 2 project. The same jurisdiction will remain after Phase 3.

**EXHIBIT C**  
**PROJECT C - CURTIS ROAD, WYNSTONE DRIVE TO US ROUTE 45**

Length & Width: Four-lane roadway with approximately 150' right-of-way.

Total length = approximately 10000 ft.

Highway Components: Phase 1 and Phase 2 will include design, acquisition of all right-of-way for roadway, excavation, and embankment work for four lanes, utility relocations, paving for the center two lanes, drainage structures and facilities, signage, and traffic signals at Prospect, Mattis, and US Route 45 intersections, and intersection lighting. Phase 3 will include widening to four lanes at a future date.

Cost Estimate:

Phases 1 and 2 (engineering, ROW, and all earthwork, construct center two lanes, other professional services, and direct expenses) = approximately \$5,864,606.

Cost Share: It is anticipated that 50% of the construction and utility relocation cost will be paid with Federal STP-U funds, approximately \$2,236,919. The County will pay 50% of the remaining local share of the Phase 1 and Phase 2 costs not paid with Federal or other grant or reimbursement funds, approximately \$1,813,844. The City and Savoy will each pay for the remaining local share for the part of the project within their jurisdiction as described below, approximately \$851,700 for Champaign and \$962,142 for Savoy.

Jurisdiction and Maintenance: The City will have jurisdiction and maintain the road from Wynstone Drive to a point ¼ mile east of Mattis Avenue and Savoy will have jurisdiction and maintain the road from a point ¼ mile east of Mattis Avenue to Route 45 upon completion of the Phase 1 and Phase 2 projects. The same jurisdiction will remain after completion of the Phase 3 project.

**EXHIBIT D**  
**PROJECT D - CURTIS ROAD, US ROUTE 45 TO FIRST STREET**

Length & Width: Four-lane roadway with approximately 150' right-of-way.

Total length = approximately 3320 ft.

Highway Components: Phase 1 and Phase 2 will include design, acquisition of all right-of-way for roadway, excavation, and embankment work for four lanes, utility relocations, paving for the two lanes plus turn lanes, drainage structures and facilities, signage, and traffic signals at the First Street intersection, and intersection lighting.

Cost Estimate: Phase 1 and Phase 2 (engineering, ROW, and all earthwork, construct center two lanes, other professional services, and direct expenses) = approximately \$2,539,742.

Cost Share: It is anticipated that 50% of the construction and utility relocation cost will be paid with Federal STP-U Funds, approximately \$1,027,601. The County and Savoy will equally share the remaining local share of the Phase 1 costs, approximately \$756,071 each.

Jurisdiction and Maintenance: Savoy will have jurisdiction and maintain the road and grade separation structure from Route 45 to First Street upon completion of the Phase 1 and Phase 2 project. The same jurisdiction will remain after the Phase 3 project.

**EXHIBIT E**  
**PROJECT E - CURTIS ROAD, GRADE SEPARATION STRUCTURE AT RAILROAD**

Length & Width: Bridge under Railroad with four lane roadway in approximately 150' right-of-way.

Highway Components: Phase 1 will include all design engineering, acquisition of all right-of-way for roadway and major utility relocation. Phase 2 will include all construction engineering, excavation, embankment for four lanes, paving for four lanes, drainage structures and facilities, relocation of the railroad tracks, bridge, and signage.

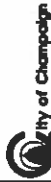
Cost Estimate: Phase 1 and Phase 2 (engineering, ROW, and all earthwork, construct four-lane grade separation, other professional services, and direct expenses) = approximately \$6,872,447.

Cost Share: It is anticipated that 60% of the cost will be paid through a grant from the Interstate Commerce Commission (ICC), approximately \$4,123,468. Federal STP-U Funds will be used for 50% of the construction and utility relocation cost, approximately \$1,124,158. The County and Savoy will equally share the remaining local share of the Phase 1 and 2 costs, approximately \$812,411 each.

Jurisdiction and Maintenance: The Village of Savoy will have jurisdiction and maintain the grade separation upon completion of the Phases 1 and 2.



NO SCALE



City of Champaign  
PUBLIC WORKS  
DEPARTMENT  
Engineering Division  
702 Edgebrook Drive  
Champaign, IL 61820  
PH 217-351-4466  
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E-MAIL:  
publicworks@ci.champaign.il.us

DRAWING TITLE:  
**EXHIBIT F  
CURTIS ROAD**

PREPARATION DATE:  
10-1-2001

REVISIONS:

11-14-2001

DRAWN: DC

CHECKED: JMS

APPROVED: JMS

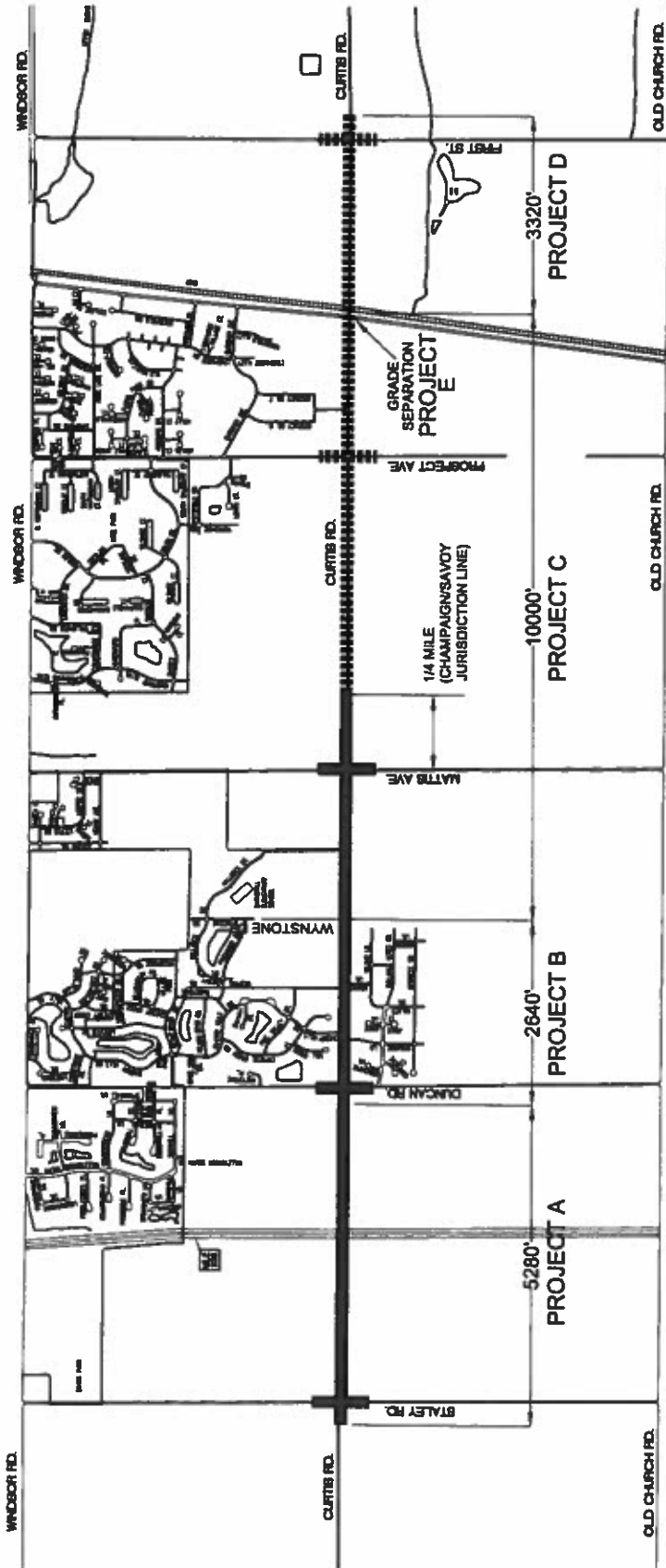
CAD FILE:  
CURTISL.DWG

CAD FILE XREFS:

SHEET

**1**

of 1 sheet(s)



**LEGEND**

- CHAMPAIGN
- SAVOY

EXHIBIT G (Total)

**CURTIS ROAD ESTIMATE OF COST\***

- Project A Slayley to Duncan (2 lanes & interchange)
- Project B Duncan to Wynstone (2 lanes)
- Project C Wynstone to US 45 (2 lanes)
- Project D US 45 to First St (2 lanes)
- Project E Railroad ( grade separation)

Jurisdiction	Projects A-E
STP-U	\$6,444,869
Champaign	\$2,422,534
Savoy	\$2,530,623
County	\$4,953,158
ICC	\$4,123,468
<b>TOTAL</b>	<b>\$20,474,652</b>

Project	ROW	ROW Agent	Design Engr	UTILITY RELOCATION	Construction Engr	CONSTRUCTION	TOTALS
Project A Slayley to Duncan (2 lanes & interchange STP-U (local costs only) Champaign County			\$50,000		\$50,000	\$1,000,000	\$1,000,000
			\$50,000		\$50,000	\$500,000	\$600,000
			\$100,000		\$100,000	\$500,000	\$600,000
	<b>TOTALS</b>					<b>\$2,000,000</b>	<b>\$2,200,000</b>
Project B Duncan to Wynstone (2 lanes) STP-U Champaign County		\$0	\$0	\$60,000	\$0	\$998,181	\$1,058,181
		\$210,665	\$20,835	\$110,900	\$100,338	\$498,096	\$870,834
		\$210,665	\$20,835	\$110,900	\$100,338	\$498,096	\$870,834
	<b>TOTALS</b>	<b>\$421,330</b>	<b>\$41,670</b>	<b>\$221,800</b>	<b>\$200,676</b>	<b>\$1,992,382</b>	<b>\$2,987,858</b>
Project C Wynstone to US 45 (2 lanes) STP-U Champaign Savoy County		\$0	\$0	\$40,000	\$0	\$2,186,919	\$2,236,919
		\$64,155	\$6,345	\$117,180	\$106,020	\$558,000	\$851,700
		\$161,525	\$15,975	\$117,686	\$106,487	\$540,458	\$962,142
	<b>TOTALS</b>	<b>\$225,680</b>	<b>\$22,320</b>	<b>\$234,877</b>	<b>\$212,508</b>	<b>\$1,098,460</b>	<b>\$1,813,844</b>
Project D US 45 to First St (2 lanes) STP-U Savoy County		\$0	\$0	\$10,000	\$0	\$1,017,601	\$1,027,601
		\$33,443	\$3,308	\$107,888	\$97,822	\$508,601	\$756,071
		\$33,443	\$3,308	\$107,888	\$97,822	\$508,601	\$756,071
	<b>TOTALS</b>	<b>\$66,885</b>	<b>\$6,615</b>	<b>\$215,796</b>	<b>\$195,244</b>	<b>\$2,035,202</b>	<b>\$2,539,742</b>
Project E RR Underpass Savoy County ICC (60%)		\$0	\$0	\$0	\$0	\$1,124,158	\$1,124,158
		\$23,205	\$2,285	\$118,037	\$106,795	\$562,079	\$812,411
		\$23,205	\$2,285	\$118,037	\$106,795	\$562,079	\$812,411
	<b>TOTALS</b>	<b>\$118,025</b>	<b>\$11,475</b>	<b>\$590,183</b>	<b>\$533,975</b>	<b>\$5,620,789</b>	<b>\$6,872,447</b>
<b>GRAND TOTAL</b>	<b>\$1,065,600</b>	<b>\$104,400</b>	<b>\$1,587,532</b>	<b>\$220,000</b>	<b>\$1,454,910</b>	<b>\$16,042,211</b>	<b>\$20,474,653</b>

\* Estimate of cost obtained from CUUATS \*Addendum to Preliminary Engineering Study, Curtis Road, F.A. Rte. 7141 Improvements...  
Prepared by Clark Dietz, Inc. in July 2000.

• Updated on Oct 12, 2001 per information provided by Clark Dietz as attachment to minutes of meeting of Sep 26 and revised on Oct 17, 2001

• Project A is from Duncan to Slayley Road and no estimates have been made yet. Local costs should be anticipated at approximately the levels indicated.

EXHIBIT G (Phase 1)

**CURTIS ROAD ESTIMATE OF COST\***

- Project A Slaley to Duncan (2 lanes & interchange)
- Project B Duncan to Wynstone (2 lanes)
- Project C Wynstone to US 45 (2 lanes)
- Project D US 45 to First St (2 lanes)
- Project E Railroad ( grade separation)

Jurisdiction	Projects A-E
STP-U	\$110,000
Champaign	\$610,080
Savoy	\$608,381
County	\$1,218,461
ICC	\$430,610
<b>TOTAL</b>	<b>\$2,977,532</b>

	ROW	ROW Agent	Design Engr	UTILITY RELOCATION	Construction Engr	CONSTRUCTION	TOTALS
Project A Slaley to Duncan (2 lanes & interchange) (local costs only) STP-U Champaign County TOTALS			\$50,000				\$50,000
			\$50,000				\$50,000
			\$100,000				\$100,000
Project B Duncan to Wynstone (2 lanes) STP-U Champaign County TOTALS	\$0	\$0	\$0	\$60,000			\$60,000
	\$210,665	\$20,835	\$110,900	\$30,000			\$372,400
	\$210,665	\$20,835	\$110,900	\$30,000			\$372,400
	\$421,330	\$41,670	\$221,800	\$120,000			\$804,800
Project C Wynstone to US 45 (2 lanes) STP-U Champaign Savoy County TOTALS	\$0	\$0	\$0	\$40,000			\$40,000
	\$64,155	\$6,345	\$117,180	\$0			\$187,680
	\$161,525	\$15,975	\$117,696	\$20,000			\$315,196
	\$225,680	\$22,320	\$234,877	\$20,000			\$502,877
	\$451,360	\$44,640	\$469,753	\$80,000			\$1,045,753
Project D US 45 to First St (2 lanes) STP-U Savoy County TOTALS	\$0	\$0	\$0	\$10,000			\$10,000
	\$33,443	\$3,308	\$107,898	\$5,000			\$148,648
	\$33,443	\$3,308	\$107,898	\$5,000			\$148,648
	\$66,885	\$6,615	\$215,796	\$20,000			\$308,296
Project E RR Underpass STP-U Savoy County ICC (60%) TOTALS	\$0	\$0	\$0	\$0			\$0
	\$23,205	\$2,295	\$118,037	\$0			\$143,537
	\$23,205	\$2,295	\$118,037	\$0			\$143,537
	\$69,615	\$6,885	\$354,110	\$0			\$430,610
	\$116,025	\$11,475	\$590,183	\$0			\$717,683
<b>GRAND TOTAL</b>	<b>\$1,055,600</b>	<b>\$104,400</b>	<b>\$1,587,532</b>	<b>\$220,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,977,532</b>

- \* Estimate of cost obtained from CUJATS "Addendum to Preliminary Engineering Study, Curtis Road, F.A. Rte. 7141 Improvements..."
- Prepared by Clark Dietz, Inc. in July 2000.
- Updated on Oct 12, 2001 per information provide by Clark Dietz as attachment to minutes of meeting of Sep 26 and revised on Oct 17, 2001
- Project A is from Duncan to Slaley Road and no estimates have been made yet. Local costs should be anticipated at approximately the levels indicated.

Exhibit G (Phase 2)

**CURTIS ROAD ESTIMATE OF COST\***

- Project A Staley to Duncan (2 lanes & interchange)
- Project B Duncan to Wynstone (2 lanes)
- Project C Wynstone to US 45 (2 lanes)
- Project D US 45 to First St (2 lanes)
- Project E Railroad (grade separation)

Jurisdiction	Projects A-E
STP-U	\$6,334,869
Champaign	\$1,812,454
Savoy	\$1,922,242
County	\$3,734,697
ICC	\$3,692,858
<b>TOTAL</b>	<b>\$17,497,120</b>

Project	ROW	ROW Agent	Design Engr	UTILITY RELOCATION	Construction Engr	CONSTRUCTION	TOTALS
<b>Project A</b>							
Staley to Duncan (2 lanes & interchange) (local costs only)	STP-U Champaign County				\$50,000 \$50,000 \$100,000	\$1,000,000 \$500,000 \$500,000 \$2,000,000	\$1,000,000 \$550,000 \$550,000 \$2,100,000
<b>TOTALS</b>							
<b>Project B</b>							
Duncan to Wynstone (2 lanes)	STP-U Champaign County				\$0 \$100,338 \$100,338 \$200,676	\$996,191 \$498,096 \$498,096 \$1,992,382	\$996,191 \$598,434 \$598,434 \$2,193,058
<b>TOTALS</b>							
<b>Project C</b>							
Wynstone to US 45 (2 lanes)	STP-U Champaign Savoy County				\$0 \$106,020 \$106,487 \$212,508 \$425,015	\$2,196,919 \$558,000 \$540,459 \$1,098,460 \$4,393,838	\$2,196,919 \$664,020 \$646,946 \$1,310,967 \$4,818,853
<b>TOTALS</b>							
<b>Project D</b>							
US 45 to First St (2 lanes)	STP-U Savoy County				\$0 \$97,622 \$97,622 \$195,244	\$1,017,601 \$508,801 \$508,801 \$2,035,202	\$1,017,601 \$606,423 \$606,423 \$2,230,446
<b>TOTALS</b>							
<b>Project E</b>							
RR Underpass	STP-U Savoy County ICC (60%)				\$0 \$106,795 \$106,795 \$320,385 \$533,975	\$1,124,158 \$682,079 \$682,079 \$3,372,473 \$5,620,789	\$1,124,158 \$688,874 \$688,874 \$3,692,858 \$6,154,764
<b>TOTALS</b>							
<b>GRAND TOTAL</b>	\$0	\$0	\$0	\$0	\$1,454,910	\$16,042,211	\$17,497,121

\* Estimate of cost obtained from CUJATS "Addendum to Preliminary Engineering Study, Curtis Road, F.A. Rta. 7141 Improvements..." Prepared by Clark Dietz, Inc. in July 2000.  
 Updated on Oct 12, 2001 per information provide by Clark Dietz as attachment to minutes of meeting of Sep 26 and revised on Oct 17, 2001  
 Project A is from Duncan to Staley Road and no estimates have been made yet. Local costs should be anticipated at approximately the levels indicated.