



**CITY OF WASHINGTON, ILLINOIS**  
**City Council Agenda Communication**

**Meeting Date:** April 5, 2021

**Prepared By:** Dennis Carr – City Engineer

**Agenda Item:** Funding Method Resolution – IDOT Traffic Signal Upgrades

**Explanation:** IDOT has reached out to local municipalities to discuss a signal project they were putting out for bid. IDOT will be replacing signal cabinets, controllers, communication equipment, and video detector systems on state routes in Washington, East Peoria, Peoria, Morton, Pekin, and Tazewell and Peoria Counties. The project is 80/90% state funded with the municipalities to make up the final 10/20%. This 10/20% is determined based on the municipality's agreement with the state on an intersection-by-intersection basis.

The project will replace cabinets, controller, communication equipment, and video detector systems that have reached the end of their usable life.

Total Local Funding Required - \$1,932

**Fiscal Impact:** There are adequate funds budgeted.

\$1,932 will be paid for out of the following accounts:

100-03-800-5000

**Recommendation Summary:**

IDOT and the City have an agreement on the maintenance responsibility of signals.

Staff recommends passing the resolution to fund the local portion of the project.

**Action Requested:** Approval

CITY of Washington  
Location: Tazewell County  
Job No.: C-94-038-21

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

(Adoption of this resolution would appropriate local funds to cover the Local Match amount for construction)

**A RESOLUTION APPROVING A JOINT FUNDING AGREEMENT WITH ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Illinois Department of Transportation endeavors to modernize the signals along IL Rt 8 at Summit and School Streets and on McCluggage at Freedom Parkway. The project is known to the Illinois Department of Transportation as State Job Number C-94-038-21; and

**WHEREAS**, the project requires a match of local funds;

**WHEREAS**, the project requires a joint funding agreement with the Department of Transportation;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF WASHINGTON, TAZEVELL COUNTY, ILLINOIS**, as follows:

That the City authorizes one-thousand nine-hundred thirty-two dollars, (\$1,932) needed to match state funds in the completion of the aforementioned project known as State Job Number C-94-038-21.

BE IT FURTHER RESOLVED that the *Mayor* is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

**PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2013.**

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Certificate:**

I, \_\_\_\_\_, City Clerk in and for said City of Washington in the State of Illinois, 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 City of Washington City Council at its meeting held on \_\_\_\_\_, 20\_\_\_\_.

In testimony whereof, I have hereunto set my hand and affixed the seal of said City at my office in \_\_\_\_\_, in Tazewell County, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

---

Clerk

Various Routes  
State Section: D4 ITS System 2021-1  
Peoria & Tazewell Counties  
Location: Installation of traffic signal cabinets,  
Controllers, communication equipment, and  
Video detection systems  
Job No. C-94-038-21  
Contract No. 68G21  
Catalog No.: 036153-00D  
Agreement No.: JN-421-018

## AGREEMENT

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2021, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the CITY OF WASHINGTON, of the State of Illinois, hereinafter called the CITY.

## WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of modernizing existing signal installations by installing new traffic signal controllers, communications equipment, and by performing all other work necessary to complete the improvements in accordance with the approved plans and specifications; and

WHEREAS the CITY is desirous of said improvement in that same will be of immediate benefit to the motoring and pedestrian public and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with plans, specifications, and contract.
2. The STATE agrees to pay all Construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost proration for this improvement is as follows:

TYPE OF WORK	STATE COST (%)	CITY COST (%)	TOTAL COST
Modernize TS at IL 8 (Washington St.) @ Summit Drive/Centennial Drive; & IL 8 @ School Street.	7,560 (90)	840 (10)	8,400
Prelim. Eng. (5%)	378 (90)	42 (10)	420
Const. Eng. (10%)	756 (90)	84 (10)	840
Modernize TS at IL 8 (McCluggage Rd.) @ Freedom Parkway/Centennial Dr.	3,360 (80)	840 (20)	4,200
Prelim. Eng. (5%)	168 (80)	42 (20)	210
Const. Eng. (10%)	336 (80)	84 (20)	1,260
Remaining Const.	506,000 (100)	0	506,000
Prelim. Eng. (5%)	25,300 (100)	0	25,300
Const. Eng. (10%)	50,600 (100)	0	50,600
<b>TOTALS</b>	<b>\$594,458</b>	<b>\$1,932</b>	<b>\$596,390</b>

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Costs shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals items shown above shall not exceed 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating within its 2021 budget sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part of hereof. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plan's specifications, by resolution or letter.
6. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
7. The CITY agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
8. Upon final inspection of the improvement, the STATE and CITY will continue their respective maintenance responsibilities for the traffic signal controllers, and communication equipment installed herein in accordance with the existing Master Agreement executed on July 1, 2011 or in accordance with any such Master Agreement that may be executed in the future.
9. The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
10. This Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the Agreement.

Various Routes  
State Section: D4 ITS System 2021-1  
Peoria & Tazewell Counties  
Location: Installation of traffic signal cabinets,  
Controllers, communication equipment, and  
Video detection systems  
Job No. C-94-038-21  
Contract No. 68G21  
Catalog No.: 036153-00D  
Agreement No.: JN-421-018

11. The CITY certifies that its correct Federal Taxpayer Identification Number is 37-6002187 and the CITY is doing business as a municipality whose mailing address is 301 Walnut Street, Washington, Illinois 61571.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

CITY OF WASHINGTON

By: \_\_\_\_\_  
Kensil A. Garnett, P.E.  
Region Three Engineer

By: \_\_\_\_\_  
Gary Manier, Mayor

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

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

Attest: \_\_\_\_\_  
Valeri Brod, City Clerk

Various Routes

Section: D4 ITS System 2021-1

Peoria & Tazewell Counties

Location: Installation of traffic signal cabinets, controllers,  
Communication equipment, and video detection systems.

Agreement No. JN-421-018

Contract No. 68G21

Catalog No.: 036153-00D

I approve the portions of the final plans for the above-captioned project that  
pertain to the maintenance obligations of the city of Washington.

---

Gary Manier, Mayor

---

Date





# Illinois Department of Transportation

## Agreement Funding Method Payment

Route: Various

Agreement No.: JN-421-018

Section: D4 ITS System 2021-1

Catalog No.: 036153-00D

Counties: Peoria & Tazewell

Resolution No.: \_\_\_\_\_

### EXHIBIT "A" FUNDING RESOLUTION

WHEREAS, the CITY OF WASHINGTON (CITY) has entered into an AGREEMENT with the State of Illinois for the modernization of the existing signals at IL Route 8 (Washington St.) @ Summit Drive/Centennial Dr., and IL Route 8 @ School St.; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of one thousand nine hundred thirty-two Dollars (\$1,932), or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

STATE OF ILLINOIS                     )  
   ) ss  
COUNTY OF TAZEWELL             )

I, \_\_\_\_\_, City Clerk in and for the CITY OF WASHINGTON, State of Illinois, hereby certify the foregoing to be a true, perfect, and complete copy of the resolution adopted by the CITY at its meeting on \_\_\_\_\_, 2021.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, AD., 2021.

\_\_\_\_\_  
Valeri Brod, City Clerk

(SEAL)

**ATTACHMENT 1**  
**TIN CERTIFICATION**

The CITY certifies that:

1. The number shown on this form is the CITY's correct taxpayer identification number (or the CITY is waiting for a number to be issued to them), and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and
3. The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien).

**Taxpayer Identification Number:** 37-6002187

**Legal Status**

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Government  |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident Alien  |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or Trust  |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy (Non Corp.)   |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery                                  |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____  | <input type="checkbox"/> D= Disregarded entity  |
|   | <input type="checkbox"/> C= Corporation   |
|   | <input type="checkbox"/> P= Partnership   |

## LOCATION MAP

### VARIOUS ROUTES SECTION D4 ITS SYSTEM 2021-1 PEORIA & TAZEWELL COUNTIES

C-94-038-21

