



## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Economic Development Division*

### **m e m o r a n d u m**

**TO:** Laurel Lunt Prussing, Mayor

**FROM:** Elizabeth H. Tyler, FAICP, Director, Community Development Services

**DATE:** January 5, 2012

**SUBJECT: AN ORDINANCE APPROVING A LOCAL AGENCY/COMPANY AGREEMENT (City of Urbana/Mervis Industries, Inc.)**

---

### **Introduction and Background**

Mervis Industries is planning to construct a regional public drop-off/buy-back recycling center for recyclable commodities at 3008 North Cunningham Avenue (Exhibit A - Location Map). This facility would serve Urbana and the surrounding area. The property consists of approximately 10 acres located on the east side of Cunningham Avenue, approximately 670 feet north of Airport Road. Mervis Industries has also acquired the property immediately north at 3106 North Cunningham Avenue for possible future expansion of the recycling center. The \$1,500,000 project, as currently planned, is expected to create at least 10 full-time jobs over five years.

On February 2, 2009, the Urbana City Council considered Plan Case No. 2093-SU-08, which was a request by Mervis Industries for a Special Use Permit to establish a Recycling Center at 3008 North Cunningham Avenue. At that meeting, City Council approved Ordinance No. 2009-02-006 granting the special use.

As Cunningham Avenue is a state road, Mervis Industries approached the Illinois Department of Transportation (IDOT) regarding permission to improve access to the property. Aside from the proposed improvements on private property, IDOT required that the developer also improve a short stretch of Cunningham Avenue adjacent to the property.

Mervis Industries then approached the City for assistance on the road work as the extent of the required improvements was unanticipated. The City agreed to work with the developer and IDOT to access Economic Development Program (EDP) funds for the required improvement to Cunningham Avenue. The City has since been notified by IDOT of a grant award through the EDP for the road project. Attached is an ordinance and accompanying agreement (Exhibit B) approving a Local Agency/Company Agreement between the City of Urbana and Mervis Industries, Inc., setting the stage for the road improvements funded in part by EDP funds.

## **Discussion**

The EDP is a program where grant funds are available through IDOT for road improvements that are necessary because of development activity and job creation. The general purpose of this agreement is for Mervis Industries to fund the road improvements with assistance from IDOT through the EDP. The road project will involve construction of turn lanes and a commercial entrance, including necessary construction related to widening and resurfacing of 760 feet of roadway on US Route 45. As a public entity eligible for EDP grant funds, the City is acting as an intermediary to qualify the project for EDP funds.

As a prelude to the agreement, the City submitted an application to IDOT for EDP funds. In a letter dated November 23, 2011 (Exhibit C), IDOT notified the City that a grant was being awarded through the EDP to fund 75% of the project, up to \$326,080.

Now that the City has received notification of grant funding, there are a series of steps to move forward with the project. First, a local agency/company agreement is needed to set the stage for the road project. As part of the attached agreement, the City will put the road project out to bid. Once bids are received, Mervis Industries will evaluate the bids and can decide to move forward with the project, or terminate the agreement. If Mervis Industries agrees to move forward, they will commit to funding the local share of the road project, the funds for which would be deposited with the City prior to commencement. Additionally, Mervis Industries will commit to the construction of the private development project, the creation of at least 10 full-time jobs, and reporting to the state regarding that job creation over the course of five years.

There are a number of items of note in the attached agreement. First, it is made clear that while (for EDP program purposes) the road project is a City project, the intention is for Mervis Industries and the EDP to cover the costs of the road project. The one exception to this is Section 4.4, which states that the City will cover costs if, after a bid is accepted, any change orders occur that are approved in writing by the Public Works Director and cause the project to exceed the funds available through Mervis Industries and the EDP. Because the City will have the surety of a binding bid/contract, and the funds provided by Mervis Industries and the EDP include a 10% contingency, it has been determined that this need for City participation is highly unlikely. As the project is in Tax Increment Finance District 4 (TIF 4), any City funds potentially needed for the project could come from this funding source. Finally, the agreement also states that if Mervis Industries fails to report on job creation, or defaults for any reason, the City will be held harmless, and Mervis Industries will be responsible for repaying any grant funds.

## **Fiscal Impact**

The proposed project is not expected to have any negative fiscal impact upon the City, but will fund necessary road improvements through the use of state and private dollars. Additionally, it is estimated that the private development project will generate approximately \$40,000 in annual tax revenue for TIF 4.

While it is estimated that the total road project costs will be approximately \$435,000, it is expected that Mervis Industries and the EDP will cover those costs. If there are any City approved change orders related to the project that exceed the Mervis and EDP funds available, the City may incur costs related to the project. This situation is unlikely, and if it does become necessary, a budget amendment will be presented to City Council at that time.

Aside from the direct expenses for the road project, the private development project and proposed job creation made possible by the road project will have a positive impact on TIF 4 and the local economy, generating at least 10 full-time jobs and approximately \$40,000 in annual TIF tax revenue.

## **Options**

1. Approve the Local Agency/Company Agreement ordinance as presented.
2. Approve the Local Agency/Company Agreement ordinance with changes. It should be noted that any changes will need to be agreed upon by the company.
3. Deny the Local Agency/Company Agreement ordinance.

## **Recommendation**

The availability of a state grant to fund necessary road improvements, the prospect of job creation, and the facilitation of a \$1,500,000 redevelopment of a vacant parcel makes this agreement a significant benefit to the City and TIF 4.

Staff recommends that the City Council approve the attached Local Agency/Company Agreement ordinance. Staff also recommends the approval of the related budget amendment ordinance, the resolution approving the Preliminary/Construction Engineering Services Agreement with MSA Professional Services, and the resolution approving the EDP agreement with IDOT related to the project.

Prepared by:

---

Tom Carrino, Economic Development Manager

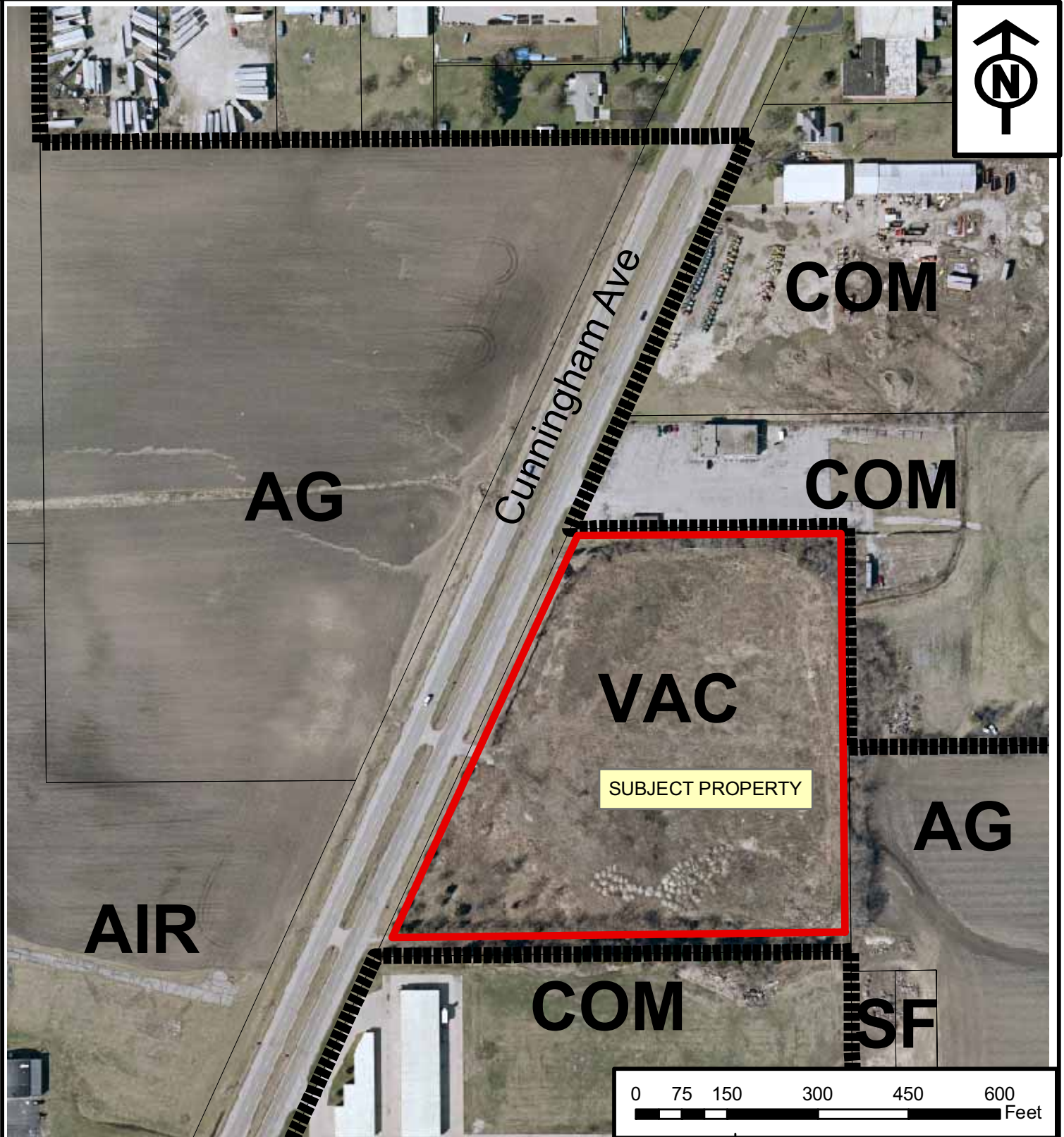
Attachments:

Exhibit A: Location and Current Land Use Map

Exhibit B: Draft Ordinance with Agreement and Exhibits

Exhibit C: Letter from IDOT Dated November 23, 2011

# Exhibit A: Location And Current Land Use Map



Plan Case: 2093-SU-08  
Description: Mervis Industries Recycling Center SUP  
Location: 3008 N. Cunningham Ave



Exhibit B

ORDINANCE NO. 2012-01-001

AN ORDINANCE APPROVING A LOCAL AGENCY/COMPANY AGREEMENT  
(City of Urbana/Mervis Industries, Inc.)

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

Section 1. That a Local Agency/Company Agreement Between the City of Urbana and Mervis Industries, Inc. in substantially the form of the copy of said Agreement attached hereto, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2012.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

**LOCAL AGENCY/COMPANY AGREEMENT  
(City of Urbana/Mervis Industries, Inc.)**

**THIS AGREEMENT** (including any exhibits and attachments hereto, collectively, this “**Agreement**”) is made and entered into as of January 17, 2012, but actually executed by each of the parties on the dates set forth beneath the signatures of their respectively duly authorized officers below, by and between the **City of Urbana, Champaign County, Illinois**, an Illinois municipal corporation (the “**City**”, sometimes herein “**LOCAL AGENCY**”), and Mervis Industries, Inc., (the “**COMPANY**”), an Illinois corporation.

**RECITALS**

**WHEREAS**, the COMPANY is the owner of record of a certain parcel of real estate (3008 N. Cunningham Avenue) more particularly described on Exhibit A attached hereto and made a part hereof (the “**Real Estate**”), which consists of approximately 10 acres and fronting on US Route 45 at the location indicated on Exhibit A; and

**WHEREAS**, the LOCAL AGENCY is interested in expanding its economic base with the primary emphasis on creating and retaining jobs; and

**WHEREAS**, the COMPANY has developed plans to construct and operate a recycling center on the subject real estate that will create and/or retain jobs, thus providing a significant benefit to the LOCAL AGENCY’s economic base; and

**WHEREAS**, the LOCAL AGENCY has applied for Illinois Department of Transportation (IDOT) Economic Development Program (EDP) Grant to construct the necessary improvements to Route 45 (see description of project marked as Exhibit B), hereafter “**Project**”; and

**WHEREAS**, the LOCAL AGENCY received notice via a letter from IDOT dated November 23, 2011 (Exhibit C), that IDOT will fund up to 75% of the Project costs up to the EDP funding cap for this project of \$326,080; and

**WHEREAS**, the funds from IDOT under this program will be available only in conjunction with the local funds match; and

**WHEREAS**, the LOCAL AGENCY upon award of the grant funds will enter into an agreement with the Illinois Department of Transportation, hereinafter called the State, to implement an economic development program that significantly impacts upon the LOCAL AGENCY’s economic base; and

**WHEREAS**, the City has determined that it is in the best interests of the City and its residents to enter into an agreement with the COMPANY for the COMPANY to fund one hundred percent (100%) of the local costs of constructing and engineering supervision of the project; and

**WHEREAS**, the purpose of this agreement is for the parties to agree to an arrangement as to the funding of the local share of the grant so that the pieces are in place to proceed upon the receipt of such award; and

**WHEREAS**, the City with owners or developers of the real estate, will finance, construct and install, or cause the financing, construction and installation of, the project; and

**WHEREAS**, the COMPANY and the Real Estate will benefit from the project, and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the COMPANY hereby agree as follows:

## **ARTICLE I** **CONSTRUCTION**

**Construction.** This Agreement, except as otherwise stated, shall be construed and applied as follows:

- (a) definitions include both singular and plural.
- (b) pronouns include both singular and plural and cover all genders; and
- (c) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

## **ARTICLE II** **REPRESENTATIONS AND WARRANTIES**

**Section 2.1. Representations and Warranties of the City.** In order to induce the COMPANY to enter into this Agreement, the City hereby makes certain representations and warranties to the COMPANY:

**(a) Organization and Standing.** The City is a home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

**(b) Power and Authority.** The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

**(c) Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City's



City Council. This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

**(d) No Violation.** Neither the execution nor the delivery of this Agreement or the performance of the City's agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the City may be bound.

**(e) Governmental Consents and Approvals.** No consent or approval by any governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder.

**(f) No Proceedings or Judgments.** There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the City is a party and (2) which will, or could, prevent the City's performance of its obligations under this Agreement.

**Section 2.2. Representations and Warranties of the COMPANY.** In order to induce the City to enter into this Agreement, the COMPANY makes the following representations and warranties to the City:

**(a) Organization.** The COMPANY is an Illinois corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois.

**(b) Power and Authority.** The COMPANY is the sole owner of the Real Estate and has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

**(c) Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the COMPANY's Board of Directors. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the COMPANY, enforceable against the COMPANY in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

**(d) No Violation.** Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the COMPANY is a party or by which the COMPANY or any of its assets may be bound.

(e) **Consents.** No consent or approval by any governmental authority or other person is required in connection with the execution and delivery by the COMPANY of this Agreement or the performance thereof by the COMPANY.

(f) **No Proceedings or Judgments.** There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the COMPANY is a party and (2) which will, or could, prevent the COMPANY's performance of its obligations under this Agreement.

**Section 2.3. Disclaimer of Warranties.** The City and the COMPANY acknowledge that neither has made any agreements or warranties to the other except as set forth in this Agreement.

### **ARTICLE III REPORTING REQUIREMENTS**

**Section 3.1. Reporting Requirements.** Because awards of Economic Development Program Grants require compliance with Public Act 93-552, the COMPANY agrees to perform any and all of the requirements of Public Act 93-552, including the following:

#### **A. REPORTING REQUIREMENTS**

1. As required by Public Act 93-552, the COMPANY shall submit to the STATE an annual progress report of employment for five years from the date of the IDOT/Local Agency funding agreement established as part of the EDP Grant process.
2. The annual progress report shall consist of job classifications, wages, number of positions, and other pertinent information as shown in Exhibit D.
3. All annual employee progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The COMPANY will be notified by letter annually with instructions on how and when to fill out their annual report. This report will then be submitted electronically to IDOT.
4. The commitment of EDP funds is contingent upon the fulfillment of the commitments to business investment and job creation/retention represented to the IDOT by the City of Urbana and the COMPANY. Any substantial modifications to these commitments change in location of this facility or the failure of the COMPANY to make firm commitment to this site will cause IDOT's commitment to be reevaluated.

#### **B. DEFAULT AND REMEDIES**

1. The COMPANY shall make the investment in the Project which shall create and/or retain a minimum of ten (10) full-time jobs at the facility within five (5) years from the date of the IDOT/Local Agency funding agreement is implemented and the facility opens in accordance with EDP Grant

2. In the event after a notice to Company that it has failed to create and/or retain the requisite number of full-time jobs, or the COMPANY fails to comply with the reporting requirements herein, the COMPANY may be held in default. If declared in default, the COMPANY shall be put on suspension and shall be prohibited from completing any current or providing any future development assistance until the state receives proof that the recipient has come into compliance with the requirements of Public Act 93-552.

### **C. RECAPTURE**

1. It is understood and agreed that although the City is the nominal recipient of the Economic Development Program Grant, if awarded, it is the intent of the parties that the COMPANY guarantee that the City shall be held harmless if for any reason the State of Illinois declares the grant in default and demands repayment of all or any portion of the grant funds.

## **ARTICLE IV FUNDS**

### **Section 4.1. Initial Deposit.**

- A. Having received notice via a letter from IDOT dated November 23, 2011 (Exhibit C), that IDOT will fund up to 75% of the Project costs up to the EDP funding cap for this project of \$326,080, the City shall advertise for bids to build the project. The City shall share with Company all information respecting the solicitation of bids and the bids received. The City shall select the lowest responsible bidder and within five (5) business days of said selection, City shall advise Company of which bid the City is prepared to accept. Company, upon timely receipt of said notice as to the bid selection, agrees that within 30 days of the date bids are closed, it shall advise the City, in writing, that it either reaffirms or rejects this agreement. If Company rejects this agreement, then this agreement shall be terminated, Company shall have no further obligations hereunder and all funds paid to City by Company pursuant to this agreement shall be returned to Company within ten (10) days after said rejection.
- B. If Company reaffirms this agreement, company agrees to deposit within 30 days of such date, sufficient funds to cover the local share of the contract, which is defined as the total project cost less the EDP funding cap, however not less than \$108,694. The EDP funding cap is established at \$326,080 per the notification of funding from IDOT dated November 23, 2011. Total project cost as used herein is defined as the accepted bid amount plus nineteen percent (19%) of the accepted bid amount for engineering costs and ten percent (10%) of the accepted bid amount for contingency costs.
  - a. The funds deposited by the Company shall be held by the City in a segregated account, and any interest earned on such funds shall be posted to that account and subject to the same conditions, (hereinafter simply "Construction Funds Account").

- C. Upon receipt of the “local share” by the City, the City agrees to accept the lowest responsible bid as identified to the company previously.

**Section 4.2. Payout the Funds.** The City shall utilize Construction Funds only to pay the costs and expenses to implement the construction of the project described in Exhibit B, with notice of and an accounting of such payments provided to the COMPANY on a concurrent and timely basis.

**Section 4.3. Remaining Funds.** Any funds remaining in the said Construction Funds Account after the project is totally completed and all expenses discharged, shall be distributed to the COMPANY within sixty (60) days of the CITY determining that all expenses for the project have been paid. No expenses will be charged to the fund for any services performed by the City relating to implementation of the project without the written consent of the COMPANY.

**Section 4.4. Contingent Funds.** Although it is the expectation of the parties that the Economic Development Program Grant, together with the funds supplied by the COMPANY for the local share will be sufficient to fully fund the costs of the construction contract awarded as provided in 4.1C above, if any change orders incur costs which then exceed the funds available from the Economic Development Program Grant and funds initially provided by the Company under 4.1B above, and such change order is approved in writing by the City Engineer, the costs of such change order shall be paid by the City.

**Section 4.5.** This Agreement, and all further obligations of the parties hereunder, will terminate as provided supra at Section 4.1A. or when the Project has been completed and when the COMPANY has satisfied its obligations under Article III.

## **ARTICLE V** **MISCELLANEOUS PROVISIONS**

**Section 5.1. Entire Contract and Amendments.** This Agreement (together with Exhibits A, B, C, and D attached hereto) is the entire agreement between the City and the COMPANY relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the parties.

**Section 5.2. Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the COMPANY and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or the COMPANY, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the COMPANY. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

**Section 5.3. Counterparts.** Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

**Section 5.4. Waiver.** Either party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

**Section 5.5. Cooperation and Further Assurances.** The City and the COMPANY covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City and the COMPANY or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

**Section 5.6. Notices and Communications.** All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, (c) sent by a nationally recognized overnight courier, delivery charge prepaid or (d) transmitted by telephone facsimile, telephonically confirmed as actually received, in each case, to COMPANY and City at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

(i) In the case of the COMPANY, to:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Tel: ( ) - / Fax: ( ) -

With a copy to;  
Jerry A. Davis  
Davis and Delanois, P.C.  
800 Oak Street  
Danville, Illinois, 61832  
Tel:(217) 446-5255

- (ii) In the case of the City, to:  
William Gray  
City of Urbana, Illinois  
706 S. Glover Ave.  
Urbana, IL 61802  
Attn: Director of Public Works  
Tel: (217) 384-2377

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

**Section 5.7. Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors and assigns; provided, however, that the COMPANY may not assign its rights under this Agreement to any party not owned or controlled by the COMPANY prior to the completion of the Public Improvements without the express written consent of the City.

**Section 5.8. No Joint Venture, Agency, or Partnership Created.** Nothing in this Agreement nor any actions of either of the City or the COMPANY shall be construed by either of the City, the COMPANY or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and the COMPANY.

**Section 5.9. Illinois Law; Venue.** This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by any party to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

**Section 5.10. No Personal Liability of Officials of City.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the City Council nor any official of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution, delivery and performance of this Agreement.

**IN WITNESS WHEREOF**, the City and the COMPANY have caused this Agreement to be executed by their duly authorized member(s) as of the date set forth below.

**CITY OF URBANA, CHAMPAIGN COUNTY,  
ILLINOIS**

By: \_\_\_\_\_  
Mayor

ATTEST:

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

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

**COMPANY**

By: \_\_\_\_\_  
Its \_\_\_\_\_

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

ffc:\My Documents\CORRES\LEGAL\BYJACK\Green Vistas Agreement sent to Gale 4-26-11.doc

[Exhibits A, B, C, and D follow this page and are an integral part of this Agreement in the context of use.]

**EXHIBIT A**

**Legal Description of Project Site**

**LEGAL DESCRIPTION:**

The North 10 acres of that part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principle Meridian which lies East of U.S. Route #45, in Champaign County, Illinois.

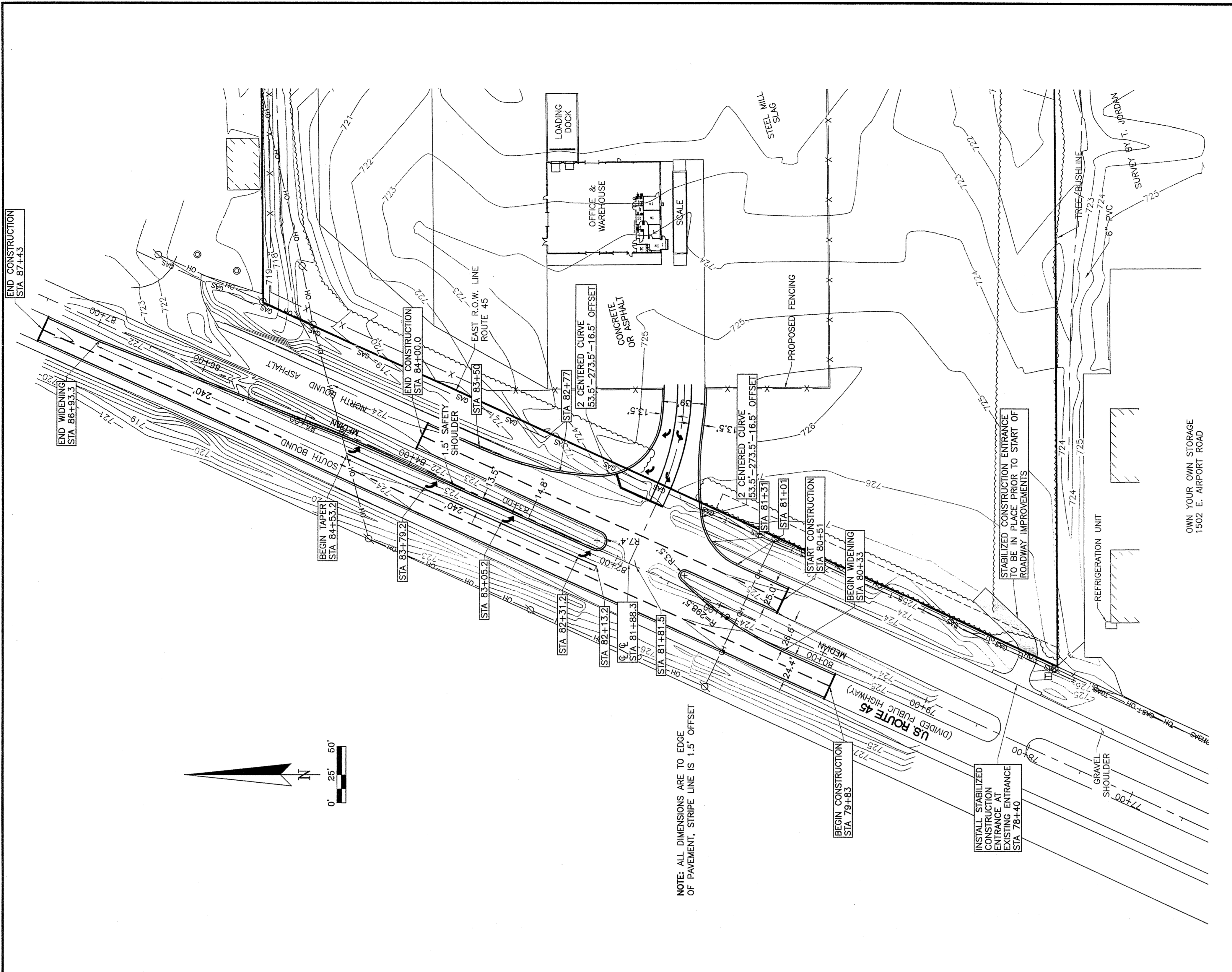
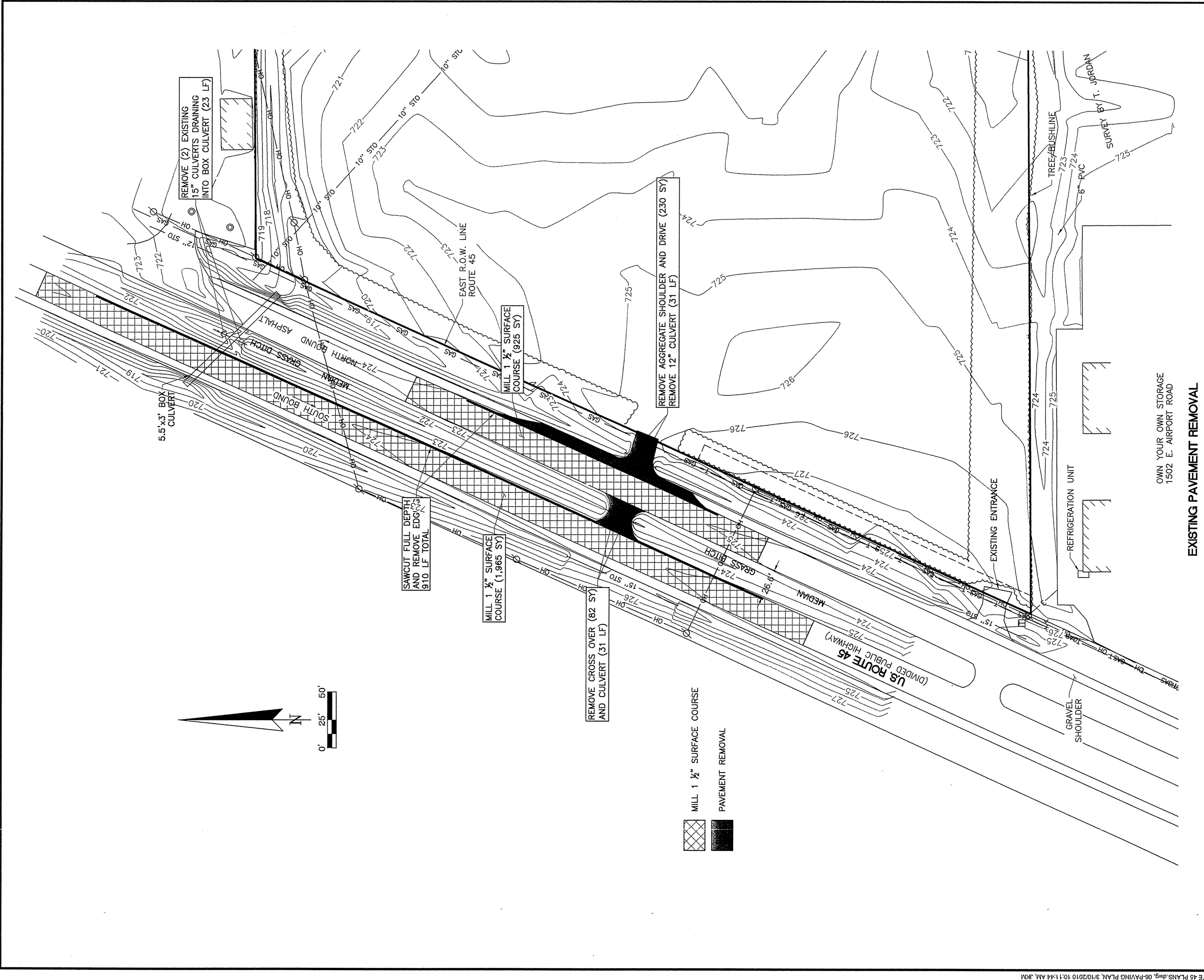
**PERMANENT PARCEL #:** 91-21-05-427-017

**LOCATED AT:** 3008 North Cunningham Avenue



## **EXHIBIT B**

### **Project Description**



FILE NAME = 2 Em-Notes.dgn		DESIGNED - MEI	REVISED -	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
USER NAME =	DRAWN - BBB	REVISION	DATE - 03/10/10	CHAMPAIGN	11	6	
PLOT SCALE = 1/4"	CHECKED - MAN			HDC NO. 08377			
PLOT DATE = 03/10/10	DATE - 03/10/10			ILLINOIS	FED. AID PROJECT		
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION				PAVING PLAN			
SHEET NO. 6 OF 11 SHEETS				SCALE: 1"=50'			
STA. 79+83 TO STA. 87+43							

EXISTING PAVEMENT REMOVAL

PAVING PLAN

OWN YOUR OWN STORAGE  
1502 E. AIRPORT ROAD

OWN YOUR OWN STORAGE  
1502 E. AIRPORT ROAD

NOTE: ALL DIMENSIONS ARE TO EDGE  
OF PAVEMENT, STRIPE LINE IS 1.5' OFFSET

INSTALL STABILIZED  
CONSTRUCTION  
ENTRANCE  
STA. 79+40

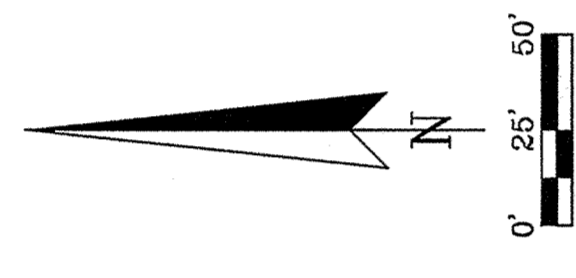
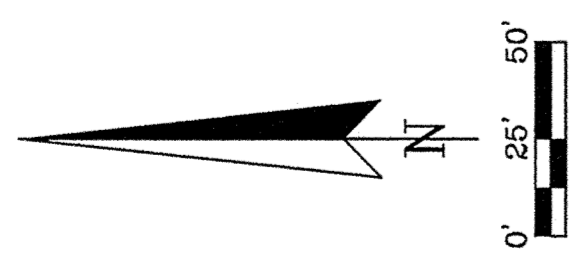
STABILIZED CONSTRUCTION  
ENTRANCE  
TO BE IN PLACE PRIOR TO START OF  
ROADWAY IMPROVEMENTS

BEGIN CONSTRUCTION  
STA. 79+83

START CONSTRUCTION  
STA. 80+51

END CONSTRUCTION  
STA. 87+43

- MILL 1 1/2" SURFACE COURSE
- PAVEMENT REMOVAL



**EXHIBIT C**

Letter from IDOT dated November 23, 2011



# Illinois Department of Transportation

Office of the Secretary  
2300 South Dirksen Parkway / Springfield, Illinois / 62764  
Telephone 217/782-5597

November 23, 2011

Mr. Tom R. Carrino  
Economic Development Manager  
400 South Vine Street  
Urbana, Illinois 61801

Dear Mr. Carrino:

Thank you for your letter requesting Economic Development Program (EDP) funding for roadway improvements to provide access to the Advantage Recycling Company. This company is building a large recycling facility on US Route 45 in north Urbana. The company plans to create 10 new employment positions. This will help maintain a strong economic employment base for the city of Urbana and Champaign County.

Our EDP usually pays 50 percent on local roadways and 100 percent on state routes. However, since the only infrastructure improvements for this project will be done solely on the state route, the department will fund a 75/25 split with the local sponsor. Therefore, we are pleased to inform you that the Illinois Department of Transportation (IDOT) will provide \$326,080 for turn lanes on US Route 45 which are necessary to meet the truck traffic needs of this facility. Funding will include eligible roadway engineering, contingencies and construction costs in an amount up to but not exceeding \$326,080. Enclosed is an EDP Project Summary which provides a detailed description of this commitment and the employee reporting responsibilities.

Please contact David Speicher, Local Roads Engineer, at (217) 466-7252, to formulate a state/local joint agreement. Please note that the joint agreement must be fully executed prior to advertisement of this project for engineering or construction. Failure to do so may jeopardize IDOT's ability to reimburse the city for eligible expenses. It is also the responsibility of the city to notify the department of any changes in the status of this company. If the company fails to locate at its site, IDOT should be notified by the city immediately.

Mr. Tom R. Carrino  
November 23, 2011  
Page Two

Thank you for your interest in IDOT's EDP. If you have any questions or need additional information, please contact Mr. Jeff South, Bureau Chief of Statewide Program Planning, located at 2300 South Dirksen Parkway, Room 307, Springfield, Illinois 62764, or telephone him at (217) 782-2755.

Sincerely,

A handwritten signature in black ink that reads "Ann L. Schneider". The signature is written in a cursive style with a large initial "A".

Ann L. Schneider  
Acting Secretary

Enclosure

## **EDP PROJECT SUMMARY**

**Location:** Champaign County

**Companies:** Advantage Recycling Company

**Project Sponsor:** City of Urbana

### **State Funding**

The Illinois Department of Transportation (DEPARTMENT) will provide funding of eligible roadway-related items for roadway improvements to serve the above mentioned company. Funding will include preliminary engineering, construction, construction engineering and contingencies in an amount up to but not exceeding \$326,080 from the Economic Development Program (EDP).

These improvements must be constructed to State Motor Fuel Tax standards. All necessary land acquisition or building demolition to construct this roadway will be the responsibility of the city of Urbana. All EDP commitments are capped. For this project, the EDP funding cap is \$326,080.

### **Public Act 93-552**

The department is required to comply with Public Act 93-552, the Corporate Accountability for Tax Expenditures Act. The act requires any recipient business which is the intended beneficiary of EDP assistance submit an initial report stating that business' commitment to specific employment levels and to subsequently report the progress of the development and specified employment commitments for the project on an annual basis.

This company will be required to fill out an annual Reporting Form for five full calendar years after the execution date of the local intergovernmental agreement. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. For the purpose of the EDP, the Advantage Recycling Company will be required to enter into agreement with the city of Urbana to ensure that these reporting requirements are fulfilled. This agreement should be in place prior to the execution of the intergovernmental agreement between the DEPARTMENT and the city of Urbana. The agreement between the city of Urbana and the business must be in place prior to the disbursement of any EDP funds.

### **EDP Payback Provision**

The commitment of EDP funds is contingent upon the fulfillment of the commitments to business investments and job creation/retention represented to the DEPARTMENT by the city of Urbana and recipient businesses. Any substantial modifications to these commitments, change in location of this facility or the failure of the businesses to make firm commitment to this site will cause the DEPARTMENT's commitment to be reevaluated.

The employment levels committed by the Advantage Recycling Company must be created within and retained over the five-year reporting period required by Public Act 93-552. If these commitments are not met, the department will review the project funding provided to the city of Urbana. If reasonable justification for non-performance of the commitments is not provided, the city will be required to repay the EDP funding (\$326,080) to the DEPARTMENT in total or an appropriate pro rata sum commensurate with the circumstances of the situation.

**EXHIBIT D**

**Annual Progress Report**



Date of Application \_\_\_\_\_

Application Tracking Number \_\_\_\_\_  
(Assigned by IDOT)

**COMPANY INFORMATION**

Name of Company \_\_\_\_\_

Chief Officer or Authorized Designee \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_  
(required)

FEIN Number \_\_\_\_\_

Standard Industrial Classification  
Number (SIC #) \_\_\_\_\_

North American Industry Classification  
System (NAICS) \_\_\_\_\_

Project Site \_\_\_\_\_  
(City and Zip Code where employees,  
new or retained, are to be located.)

**SPONSOR INFORMATION**

Sponsor (Unit of Government) \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_



**Number of Employees at the Time of Application**

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part-Time	Temporary
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
<b>TOTAL:</b>		0	0	0	0

**Number of Employees Agreed to be Created as the Result of Assistance**

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part-Time	Temporary
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
<b>TOTAL:</b>		0	0	0	0

Note: The employee information should be for the specific site for which IDOT assistance was received.

**Number of Employees Agreed to be Retained as the Result of Assistance**

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part-Time	Temporary
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
<b>TOTAL:</b>		0	0	0	0

Note: The employee information should be for the specific site for which IDOT assistance was received.

Will the recipient's use of the Economic Development Program funding reduce employment at any site in Illinois?

Yes  No  
 (if yes, explain below)

Amount of Economic Development Program Funds committed to this project from IDOT \$ \_\_\_\_\_

Starting Date of Assistance (Execution date of Local Intergovernmental Agreement) \_\_\_\_\_

I, \_\_\_\_\_ As the Chief Officer (or authorized designee of the recipient) verify that the information in the progress report contains no knowing misrepresentation of material facts upon which eligibility for development assistance is based. I further certify that, to the best of my knowledge, the recipient is in compliance with the development assistance agreement(s) between, or behalf of, the recipient and the Illinois Department of Transportation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Granting Body of Economic Development Program Funds: Illinois Department of Transportation  
Mr. Dick Smith, Director  
Office of Planning and Programming  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

Please mail form to: Illinois Department of Transportation  
Mr. Keith Sherman  
Office of Planning and Programming, Rm. 307  
2300 South Dirksen Parkway  
Springfield, Illinois 62764  
Attn: Economic Development Program  
Phone (217) 782-0378



# Illinois Department of Transportation

Office of the Secretary  
2300 South Dirksen Parkway / Springfield, Illinois / 62764  
Telephone 217/782-5597

November 23, 2011

Mr. Tom R. Carrino  
Economic Development Manager  
400 South Vine Street  
Urbana, Illinois 61801

Dear Mr. Carrino:

Thank you for your letter requesting Economic Development Program (EDP) funding for roadway improvements to provide access to the Advantage Recycling Company. This company is building a large recycling facility on US Route 45 in north Urbana. The company plans to create 10 new employment positions. This will help maintain a strong economic employment base for the city of Urbana and Champaign County.

Our EDP usually pays 50 percent on local roadways and 100 percent on state routes. However, since the only infrastructure improvements for this project will be done solely on the state route, the department will fund a 75/25 split with the local sponsor. Therefore, we are pleased to inform you that the Illinois Department of Transportation (IDOT) will provide \$326,080 for turn lanes on US Route 45 which are necessary to meet the truck traffic needs of this facility. Funding will include eligible roadway engineering, contingencies and construction costs in an amount up to but not exceeding \$326,080. Enclosed is an EDP Project Summary which provides a detailed description of this commitment and the employee reporting responsibilities.

Please contact David Speicher, Local Roads Engineer, at (217) 466-7252, to formulate a state/local joint agreement. Please note that the joint agreement must be fully executed prior to advertisement of this project for engineering or construction. Failure to do so may jeopardize IDOT's ability to reimburse the city for eligible expenses. It is also the responsibility of the city to notify the department of any changes in the status of this company. If the company fails to locate at its site, IDOT should be notified by the city immediately.

Mr. Tom R. Carrino  
November 23, 2011  
Page Two

Thank you for your interest in IDOT's EDP. If you have any questions or need additional information, please contact Mr. Jeff South, Bureau Chief of Statewide Program Planning, located at 2300 South Dirksen Parkway, Room 307, Springfield, Illinois 62764, or telephone him at (217) 782-2755.

Sincerely,

A handwritten signature in black ink that reads "Ann L. Schneider". The signature is written in a cursive style with a large initial "A".

Ann L. Schneider  
Acting Secretary

Enclosure

## **EDP PROJECT SUMMARY**

**Location:** Champaign County

**Companies:** Advantage Recycling Company

**Project Sponsor:** City of Urbana

### **State Funding**

The Illinois Department of Transportation (DEPARTMENT) will provide funding of eligible roadway-related items for roadway improvements to serve the above mentioned company. Funding will include preliminary engineering, construction, construction engineering and contingencies in an amount up to but not exceeding \$326,080 from the Economic Development Program (EDP).

These improvements must be constructed to State Motor Fuel Tax standards. All necessary land acquisition or building demolition to construct this roadway will be the responsibility of the city of Urbana. All EDP commitments are capped. For this project, the EDP funding cap is \$326,080.

### **Public Act 93-552**

The department is required to comply with Public Act 93-552, the Corporate Accountability for Tax Expenditures Act. The act requires any recipient business which is the intended beneficiary of EDP assistance submit an initial report stating that business' commitment to specific employment levels and to subsequently report the progress of the development and specified employment commitments for the project on an annual basis.

This company will be required to fill out an annual Reporting Form for five full calendar years after the execution date of the local intergovernmental agreement. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. For the purpose of the EDP, the Advantage Recycling Company will be required to enter into agreement with the city of Urbana to ensure that these reporting requirements are fulfilled. This agreement should be in place prior to the execution of the intergovernmental agreement between the DEPARTMENT and the city of Urbana. The agreement between the city of Urbana and the business must be in place prior to the disbursement of any EDP funds.

### **EDP Payback Provision**

The commitment of EDP funds is contingent upon the fulfillment of the commitments to business investments and job creation/retention represented to the DEPARTMENT by the city of Urbana and recipient businesses. Any substantial modifications to these commitments, change in location of this facility or the failure of the businesses to make firm commitment to this site will cause the DEPARTMENT's commitment to be reevaluated.

The employment levels committed by the Advantage Recycling Company must be created within and retained over the five-year reporting period required by Public Act 93-552. If these commitments are not met, the department will review the project funding provided to the city of Urbana. If reasonable justification for non-performance of the commitments is not provided, the city will be required to repay the EDP funding (\$326,080) to the DEPARTMENT in total or an appropriate pro rata sum commensurate with the circumstances of the situation.