



CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS

ADMINISTRATION

MEMORANDUM

TO: Bruce K. Walden, Chief Administrative Officer

FROM: William R. Gray, P. E., Public Works Director

DATE: December 4, 2003

RE: *Amendment To An Intergovernmental Agreement
Between the City of Urbana and the County of Champaign
(Funding for Construction of Lierman Avenue)*

INTRODUCTION

Several years ago, the City and County had entered into an agreement to fund and improve Lierman Avenue (see attached Exhibit B). Recently, the Champaign County Board has made a decision to proceed with a new Champaign County Nursing Home building, which will be located immediately north and east of the existing Brookens Administration Building. The nursing home construction is expected to be completed in 2005. The primary access to the new nursing home will be via Lierman Avenue. The County Board meanwhile has asked the City to move forward with improvements to Lierman Avenue, between Main Street and Washington Street. Conceptually, this time frame is acceptable to City staff, but it presents a funding problem based on other proposed projects in the Capital Improvement Plan. The City has asked, and the County has agreed, to front the City's portion of the construction costs; and the City would reimburse the County in three installments over a three-year period.

With this verbal understanding, the attached amended agreement has been prepared for City Council's review and approval. The Champaign County Highway Committee and the Champaign County Board have recently approved the attached amended agreement.

FISCAL IMPACT

The proportional funding share does not change between the City and the County. Reimbursing the County over a three-year period does help the City with its cash flow. Very preliminary construction cost estimates are near \$1,000,000. The City's share is two-thirds (2/3), and the County's share is one-third (1/3).

RECOMMENDATION

It is recommended that an AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF CHAMPAIGN CONCERNING THE FUNDING FOR CONSTRUCTION OF LIERMAN AVENUE be approved.

WRG:klf

Attachments: Ordinance
Agreement
Exhibit A
Exhibit B

ORDINANCE NO. 2003-12-145

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF CHAMPAIGN CONCERNING THE FUNDING FOR CONSTRUCTION OF LIERMAN AVENUE

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

Section 1. That An Amendment to an Intergovernmental Agreement Between the City of Urbana and the County of Champaign Concerning the Funding for Construction of Lierman Avenue, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and 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 _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Tod Satterthwaite, Mayor

**An Amendment to an Intergovernmental Agreement
Between the City of Urbana and the County
of Champaign Concerning the Funding for Construction
of Lierman Avenue**

This Agreement is entered into between the City of Urbana, Illinois (“City”) and the County of Champaign, Illinois (“County”), on this _____ day of _____, 2003, in consideration of the following premises and terms.

WHEREAS, Article VII Section 10 of the 1970 Constitution of the State of Illinois (Ill. Const. 1970, Art. VII, Sec. 10), and the Intergovernmental Agreement Act (5 ILCS 220/1, et. seq.) authorize the City 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, 5-106, 5-408, 5-410, 5-410.1, 7-101, and 9-101, all provide statutory authority for the City and the County to enter into this cooperative agreement with respect to the construction, jurisdiction, and maintenance of roads and streets; and

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

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

WHEREAS, the County has completed a County Complex Master Plan identifying certain planned improvements; and

WHEREAS, the County is proceeding with the construction of a new nursing home whose main access will be off Lierman Avenue; and

WHEREAS, the Champaign County Board has requested, and the City of Urbana has agreed, that proposed Lierman Avenue improvements between Main Street and Washington Street occur in 2005 to coincide with the completion of the new nursing home; and

WHEREAS, the County and City have previously entered into an Agreement dated November 27, 1995, which spells out certain cost sharing and improvement to Lierman Avenue.

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

Section 1. Definition

- (a) “*Right of way*” means the land or interest therein acquired for or devoted to a highway. Permanent and temporary construction easements are included in the right of way.
- (b) “*Highway*” means any public way for vehicular travel. The term “highway” includes rights of way, curbs, sidewalks, bikeways, bridges, drainage structures, signs, guardrails, protective structures and all other structures and appurtenances necessary or convenient for vehicular and/or pedestrian traffic.
- (c) “*Project*” means the work required to complete the reconstruction of Lierman Avenue between Main Street and Washington Street, in the area set forth in Exhibit A. The area indicated in Exhibit A is intended only to define the general scope of the Project, and is subject to revision and clarification in the design engineering plan. The work required includes design engineering, construction engineering, utility relocation, right of way and easement acquisition, and construction. The City will perform the design engineering and the County will perform the construction engineering. The construction will include a concrete pavement, curb and gutters, storm drains and sewers, sidewalks, grading and restoration.
- (d) “*Direct Expenses*” means the cost of the utility relocation, right-of-way and easement acquisition, and construction of the Project. “Direct Expenses” shall not include design engineering and construction engineering costs to be performed by the City and County, respectively. Whenever required by law or county policy, vendors associated with Direct Expenses shall be selected using a competitive bid process.
- (e) “*Design Phase*” means that phase of the Project which terminates when a design engineering plan is complete and approved by both parties, and all property rights necessary to perform the project have been acquired.
- (f) “*Construction Phase*” means the remainder of the Project after the Design Phase has been completed.

Section 2. Lead Agency

The City shall be the lead agency for the Project, the Duties of the lead agency shall be as follows:

- 1. Managing the Project;
- 2. Acting as the contracting agent for the Project;
- 3. Maintaining any and all records related to the Project, other than records for construction engineering;
- 4. Ensuring all purchases comply with purchasing practices required by law;
- 5. Ensuring compliance with any and all conditions of any funding source;
- 6. Directing the management and supervision of all of its employees assigned to the Project in accordance with the policies and procedures of the Lead Agency, other than personnel assigned by the County to perform construction engineering;

7. Providing all personnel administration, financial support staff, insurance, legal advice and management support for the Project. Obtaining any easements and property rights and exercising any right of eminent domain necessary to complete the Project. The County hereby gives the City, as Lead Agency, the authority to issue offers to purchase real estate for this Project if consistent with a design engineering plan approved by the County.

Section 3. Construction

Before incurring any Direct Expenses, the City shall submit final plans and cost estimates for the Project to the County Engineer for his or her written approval.

Section 4. Professional Services

The City shall be responsible for all design engineering associated with this Project, at its own cost. The County shall be responsible for all construction engineering associated with this Project, at its own cost.

The City may select and contract with other professionals as necessary or desirable for the Project. These professional services may include, but are not limited to, title companies, real estate appraisers, and right-of-way agents. Consistent with the practices of the Lead Agency, professional services may be selected through a Qualification Based Selection Process, rather than by competitive bid. Prior to entering into a binding contract for professional services other than for design or construction engineering services, the Lead Agency shall provide a good faith estimate of the cost and a description of such services to the County. The cost shall not exceed such estimates without the written approval of the County's representative.

Section 5. Scheduling and Timing

Time is of the essence in this Agreement. City and County agree to cause completion of the Design Phase so that the Project can be bid and awarded in early calendar year 2005, and that construction can be completed by fall of calendar year 2005. However, a delay in completion of the Design Phase shall not decrease the time for completion of the Construction Phase.

Section 6. Sharing of Direct Expenses; Invoices; Payment

The City and the County agree to budget amounts sufficient to meet their commitments for sharing Direct Expenses as defined in Section 1(d) of this agreement. The County's total share shall be 33% of Direct Expenses. The City's total share shall be 66% of Direct Expenses. The County agrees to front the City's share of Direct Expenses by payment of invoices from contractors and suppliers, etc., for all Direct Expenses as they come due. The County shall provide reasonable documentation to the City regarding Direct Expenses as they are incurred.

The County shall send the City invoices for reimbursement, in three installments. The three installments will be equal in amount. The invoices shall total two-thirds of the Direct Expenses actually incurred. The first invoice will be issued to the City after 100% of the Construction Phase of the Project is complete. The second and third invoices will be issued to the City approximately one and two years, respectively, after the first invoice date.

The City agrees to reimburse the County over three years in three installments, upon receiving the invoice for the respective installment. The City shall pay each invoice within thirty (30) days of receipt.

Section 7. Other Money, Grants

The City shall make grant applications to obtain any federal, state, local, or private property funds that may be applicable. Any grant or reimbursement of funds received for the design engineering, construction engineering, utility relocation, right-of-way and easement acquisition, and/or construction of the Project will be used to lower the total Direct Expenses prior to proration as set forth in Section 6.

Section 8. Further Actions

The City and the County hereby agree to take any official action necessary to accomplish their respective obligations as set forth in this Agreement, including the passage of legally sufficient resolutions or ordinances, the appropriation or budgeting of money, and any and all other undertakings set forth in this Agreement. If consistent with a design plan approved by the County, this will include the transfer of real estate owned by the County to the City necessary for improvement of the Right of Way. To the extent allowed by law, the Chair of the County Board and the Mayor of the City are hereby authorized by the approval of this Agreement by the respective governing bodies of the County and the City to execute any such documents necessary to carry out the terms of this Agreement.

Section 9. Effective Date of the Agreement

This Agreement shall be effective on the date of approval of this Agreement by the County Board or the City Council, whichever is later.

Section 10. Termination

The City and the County agree that if the construction of the Project has not begun by June 30, 2006, this Agreement shall terminate.

Section 11. Entire Agreement

Attached hereto are:

- a. Exhibit A: Map of the Area in Which Work is to Be Performed, with Work Area Identified;
- b. Exhibit B: Prior Intergovernmental Agreement for Work to Be Performed on Lierman Avenue

These Exhibits are incorporated herein by reference. Where this writing is silent, the terms of Exhibit B shall govern. To the limited extent this writing is inconsistent with the terms of Exhibit B, this writing shall govern.

This writing, with its Exhibits, constitutes the entire Agreement between the parties, and supercedes all other representations relating to the Agreement, whether written or verbal. No amendment to this Agreement shall be effective unless it is in writing and signed by the parties hereto.

Section 12. Notices

Notice with respect to any matter contained herein shall be sent first class and mailed to:

CITY:

Mayor
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

Director of Public Works
City of Urbana
706 South Glover Avenue
Urbana, Illinois 61802

COUNTY:

County Board Chair
County of Champaign
1776 East Washington Street
Urbana, Illinois 61802

County Highway Engineer
County of Champaign
1905 East Main Street
Urbana, Illinois 61802

Section 13. Cooperation

The City and County desire to cooperate on a continuing basis with respect to highways within the City's one and one-half (1½) mile planning jurisdiction. Throughout the Project, both parties, through their elected officials and staff, shall keep each other informed of plans and issues as they arise in the Project area.

Section 14. Maintenance

The City agrees to maintain all improvements resulting from the Project in perpetuity.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF URBANA, ILLINOIS

COUNTY OF CHAMPAIGN

By: _____
Mayor

By: _____
County Board Chair

ATTEST: _____
City Clerk

ATTEST: _____
County Clerk

Approved as to Form:

Approved as to Form:

City Attorney

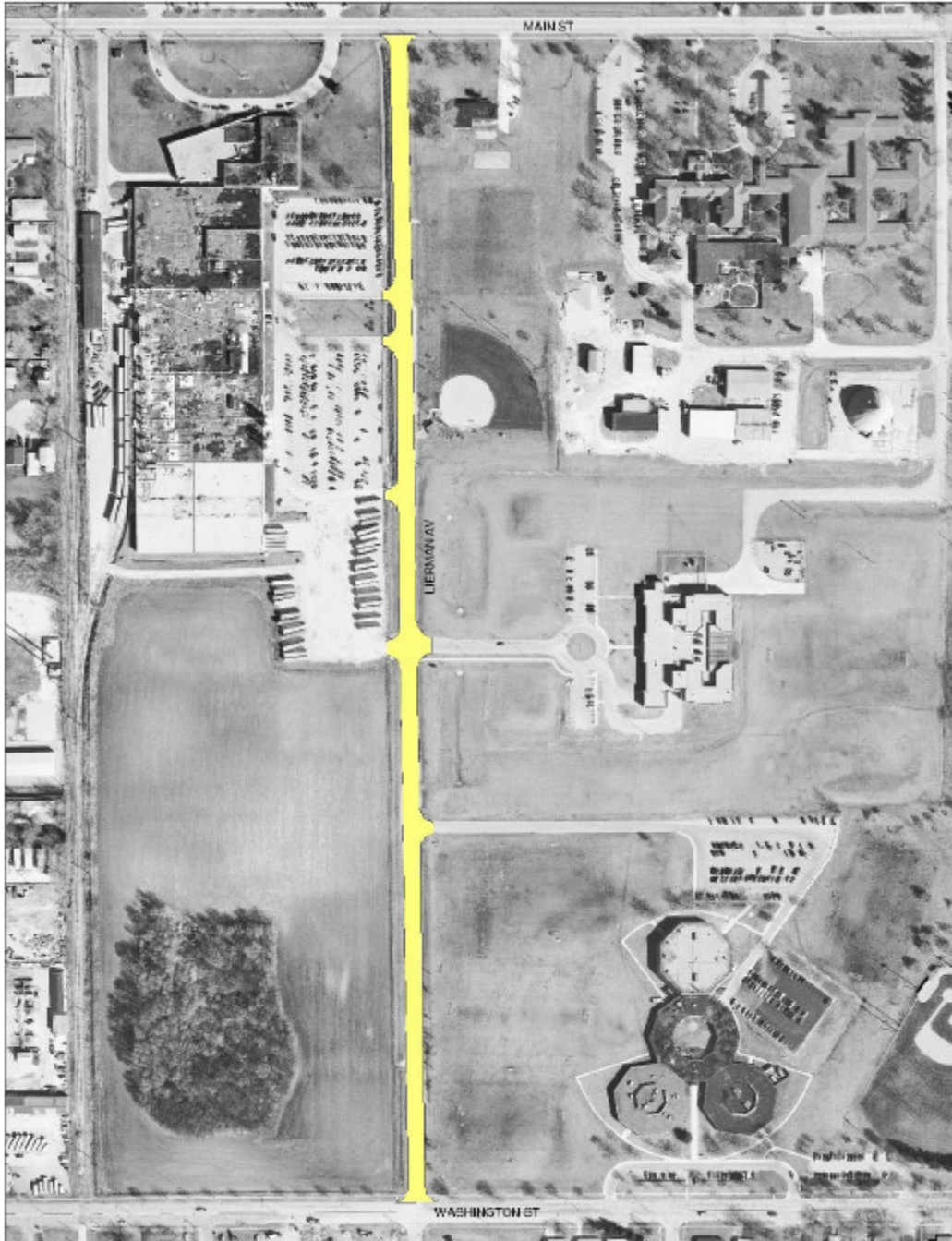
State's Attorney

Date of City Council Approval:

Date of County Board Approval:

Date: _____

Date: _____



LIERMAN AVENUE
IMPROVEMENT LOCATION AREA



EXHIBIT A

Exhibit B

Original Lierman Agreement

Not Available in Electronic Format