



MEMORANDUM

TO: Mayor Laurel Lunt Prussing and Members of the City Council
FROM: William R. Gray, Public Works Director
DATE: December 6, 2007
RE: County/City Intergovernmental Agreement – Windsor Road

Introduction

Attached please find a draft intergovernmental agreement between Champaign County and the City of Urbana for splitting equally the local share for the design engineering, right-of-way and easement acquisition, construction engineering, and construction costs for the proposed 2009/2010 Windsor Road improvements between High Cross Road (Illinois 130) and east of Philo Road. In the spirit of previous fringe road agreements the County and City have agreed to cost share in this project. Some past agreement examples include the Olympian Drive Location Study, north Lincoln Avenue Location Study, O'Brien Drive and Cunningham Avenue Intersection Improvements, and the Windsor Road Combined Design Study.

The attached agreement stipulates that the local share costs less the federally funded portion will be shared equally. The City is taking the lead on this project and is designing this project with in-house staff.

Fiscal Impacts

The very preliminary construction cost for this project is \$ 7,000,000. The federal portion allocated per IDOT/CUUATS determination is approximately \$3,400,000. The County/City share would be approximately \$1,800,000 each. The City funding portion will come from Motor Fuel Taxes.

Recommendation

It is recommended that the ordinance approving an Intergovernmental Agreement with the County of Champaign Concerning the Funding for the Construction of Windsor Road (Windsor Road from High Cross Road (IL 130) to Philo Road) be approved.

ORDINANCE NO. 2007-12-134

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE COUNTY OF CHAMPAIGN, CONCERNING THE FUNDING FOR THE
CONSTRUCTION OF WINDSOR ROAD
(WINDSOR ROAD FROM HIGH CROSS ROAD (IL 130) TO PHILO ROAD)

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

Section 1. That an Intergovernmental Agreement
between the City of Urbana and the County of Champaign,
concerning the funding for the construction of Windsor Road
[Windsor Road from High Cross Road (IL 130) to Philo Road], 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 Assignment and
Estoppel Certificate as so authorized and approved for and on
behalf of the City of Urbana, Illinois.

PASSED by the City Council this _____ day of
_____, 2007.

AYES:

NAYES:

ABSTAINS:

Phyllis Clark, City Clerk

APPROVED by the Mayor this _____ day of
_____, 2007.

Laurel Lunt Prussing, Mayor

An Intergovernmental Agreement between the City of Urbana and the County of Champaign Concerning the Funding for the Construction of Windsor Road

[Windsor Road from High Cross Road (IL 130) to Philo Road]

This Agreement is entered into between the City of Urbana, Illinois ("City") and the County of Champaign, Illinois ("County") on this _____ day of _____, 2007 in consideration of the following premises and terms:

WHEREAS, Article VII Section 10 of the 1970 Constitution of the State of Illinois authorizes 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 the County find it to be in the public's best interest and best interest of their constituents to construct Windsor Road from High Cross Road (IL 130) to Philo Road, based upon the design prepared by the City of Urbana; and

WHEREAS, the parties find it to be most cost effective to share in the costs as provided in this Agreement.

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

Section 1. Commencement of Work

The City and County agree that construction shall commence by June 1, 2009 and complete work by December 31, 2010.

Section 2. Project Funding

The City and County agree to each pay 50% of the costs for right-of-way and easement acquisition, utility relocation, construction engineering, and construction (Project Costs) on the amount which represents the local match for this project.

Section 3. Invoices & Payments

The City will be responsible for the Project and shall invoice the County for the County's share of the Projects costs. The County shall pay invoices within thirty {30}

days of receipt. The City shall provide appropriate documentation to the County which allow for reimbursement from County Motor Fuel Tax Funds.

Section 4. Further Actions

The City and the County hereby agree to take any 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. The Chair of the County Board and 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 the is Agreement.

Section 5. Effective Date of the Agreement

This Agreement shall be effective on the date of the last of the County Board or City Council to approve this Agreement.

Section 6. Termination

The parties agree that, if the design per Attachment 1 has not begun December 31, 2008, this Agreement shall terminate without further action by the parties.

Section 7. Amendment

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

Section 8. Notices

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

CITY:
City of Urbana
400 South Vine Street
Urbana, IL 61801

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

COUNTY:
County Board Chair
County of Champaign
1776 East Washington Street
Urbana, IL 61802

County Engineer
County of Champaign
1776 East Washington Street
Urbana, IL 61802

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

Senior Assistant State's Attorney

Date: _____

Date: _____

Date of City Council Approval:

Date: _____

ATTACHMENT 1
CITY OF URBANA
WINDSOR ROAD IMPROVEMENTS
PHILO ROAD TO HIGH CROSS ROAD

A. FINAL PLANS, TECHNICAL SPECIAL PROVISIONS, ESTIMATES, CONTRACT DOCUMENTS

The City shall:

1. Prepare schedules and summary of quantities and incorporate into construction plans.
2. Finalize construction plans and technical special provisions incorporating County and IDOT Preliminary Plan review comments.
3. Prepare construction cost estimate and contract documents.
4. Revise any necessary right-of-way or easement documents - prepare any documents not done with Preliminary plans. Deeds or easements from affected property owners will be procured by City Staff.
5. Document all matters relating to Final Plans, Technical Special Provisions, Estimates, Contract Documents.

B. BIDDING

The City shall:

1. Schedule bid opening with IDOT-BLR for a state let project. IDOT will handle advertisements, pre-bid conference, distribute plans and contract documents, issue addenda, verify IDOT prequalification and award contract to lowest bidder.

C. CONSTRUCTION

The City shall:

1. Conduct preconstruction meeting with IDOT and the selected Contractor and subcontractors, utilities and staff from City and County engineering departments.
2. Establish and coordinate quality assurance/quality control procedures for construction.

3. Provide City assigned full-time Resident Engineer for construction inspection which shall be supplemented by County assigned construction inspection during the construction period. Provide for material testing to assure quality control on all materials.

4. Review shop drawings.

5. Review Contractor's request for payment (or prepare Engineers' Pay Estimate) on last day of the month and submit to State for approval.

6. Conduct final project inspections and observations.

7. Prepare record drawings at completion of construction.

8. Prepare necessary Change Orders.