



MEMORANDUM

TO: Mayor Laurel Lunt Prussing and Members of the City Council
FROM: William R. Gray, Public Works Director
DATE: March 18, 2010
RE: Olympian Drive Improvement Agreements

Introduction

Last year the cities of Champaign and Urbana and Champaign County received notice from the Illinois Department of Transportation (IDOT) that a \$5,000,000 Illinois Jobs Now State of Illinois Capital Program grant was awarded to the cities and county. These funds are to be used for the design engineering and land acquisition for right-of-way for the proposed roadway. There is no local match to these funds. IDOT requires an intergovernmental agreement with the lead agency to obligate these funds and needs to receive an executed agreement by May 1, 2010. (See attached letter from IDOT.) Staff from the cities and county have discussed and agreed that the City of Urbana should be the lead agency by virtue of the fact that a majority of this improvement is in Urbana's Extraterritorial Jurisdictional area. As a result the attached IDOT Local Agency Agreement lists the city as the lead agency. It is estimated at this time that the design fees for this \$27,500,000 project are estimated to be \$1,750,000. The balance of the funds in the Local Agency Agreement is available for land acquisition and other expenses yet to be determined. The city may unilaterally proceed with executing this IDOT agreement.

Also included with this memorandum is an Intergovernmental Agreement for the Design of Olympian Drive between the City of Champaign, the City of Urbana, and the County of Champaign. This agreement outlines that Urbana is the lead agency; states Urbana will pay for design fees, which will be reimbursed by IDOT; divides the Olympian Drive improvements into three projects; defines the phases with each project; identifies the selected consultant to perform the design; and states there is no local share to be paid by the parties. A future amended agreement will further detail the acquisition of rights-of-way and the responsible parties for that work.

History

The Olympian Drive roadway was conceived as part of an area transportation plan in 1960. Since that time succeeding transportation plans have solidified its importance as a major east-west arterial roadway north of and parallel to I-74. In 1989 IDOT completed building the Olympian Drive and I-57 interchange. In 1997 the Location Study/Design Report was completed and approved by IDOT. In 2004 the first phase of Olympian Drive between Mattis Avenue and Apollo Drive was completed and in

2008 a one mile stretch was completed west of Mattis Avenue past Champion Avenue. Approximately three miles remain to be constructed to complete the six mile roadway between Duncan Road at the west end and Cunningham Avenue (US 45) at the east end. The remaining roadway will consist of two lanes, two bridges, pedestrian and bicycle facilities, and is estimated to cost \$27,500,000 in today's dollars. This estimate includes design and construction engineering, land acquisition, and construction costs. This improvement fits within the cities' respective comprehensive plans, completes an important transportation link to accommodate the land uses planned for this area, supports the economic development that is occurring and will continue to occur, enhances emergency response for responders, provides more jobs, and generates revenues that will financially support the local governmental agencies in the cities and the county.

Fiscal Impact

The IDOT/City Local Agency Agreement and the Intergovernmental Agreement for the Design of Olympian Drive between the City of Champaign, the City of Urbana, and the County of Champaign do not obligate the city for any out of pocket expenses. Staff time will be expended to manage, coordinate, and communicate with the consultant and with the City of Champaign and Champaign County staff, elected officials, property owners, and residents.

Recommendation

It is recommended that the attached two resolutions be approved. It is also recommended that an Ordinance Revising the Annual Budget Ordinance (Olympian Drive Engineering/Land Acquisition) be approved.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHAMPAIGN AND THE COUNTY OF CHAMPAIGN FOR THE DESIGN OF OLYMPIAN DRIVE

WHEREAS, the City of Urbana has a population of more than 25,000 and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes Champaign, Urbana, and the County to contract, to perform and to 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 Champaign, Urbana, and the County to enter into this cooperative agreement with respect to the jurisdiction and maintenance of roads and streets; and

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

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

WHEREAS, Olympian Drive between Cunningham Avenue (US 45) and Duncan Road will provide a necessary major east-west transportation link across the north side of the community; and

WHEREAS, Champaign, Urbana, and the County find it to be in the best interest of the public to design and construct the section of Olympian Drive from Apollo Drive to Cunningham Avenue (US 45) according to the location study and project design report that was completed for this road and approved by the Illinois Department of Transportation in 1997; and

WHEREAS, Champaign, Urbana, and the County find it to be in the best interest of the public to design and construct the section of Olympian Drive from Champion Avenue to Duncan Road; and

WHEREAS, Champaign, Urbana, and the County have received \$5,000,000 from the State of Illinois Capital Bill specifically for the Olympian Drive Improvements which requires no local

match and is to be used for engineering design fees and expenses.

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

Section 1. That the **INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHAMPAIGN AND THE COUNTY OF CHAMPAIGN FOR THE DESIGN OF OLYMPIAN DRIVE,** 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.

Section 3. That the Mayor is authorized to take such actions as are required of the City under the Agreement.

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

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

AN INTERGOVERNMENTAL AGREEMENT
FOR THE DESIGN OF OLYMPIAN DRIVE BETWEEN
THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND
THE COUNTY OF CHAMPAIGN

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the City of Champaign, a municipal corporation (“Champaign”); the City of Urbana, a municipal corporation (“Urbana”); and the County of Champaign, Illinois (“County”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes Champaign, Urbana, 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 Champaign, Urbana, and the County to enter into this cooperative agreement with respect to the jurisdiction and maintenance of roads and streets; and

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

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

WHEREAS, Olympian Drive between Cunningham Avenue (US 45) and Duncan Road will provide a necessary major east-west transportation link across the north side of the community; and

WHEREAS, Champaign, Urbana, and the County find it to be in the best interest of the public to design and construct the section of Olympian Drive from Apollo Drive to Cunningham

Avenue (US 45) according to the location study and project design report that was completed for this road and approved by the Illinois Department of Transportation in 1997; and

WHEREAS, Champaign, Urbana, and the County find it to be in the best interest of the public to design and construct the section of Olympian Drive from Champion Avenue to Duncan Road; and

WHEREAS, Champaign, Urbana, and the County have received \$5,000,000 from the State of Illinois Capital Bill specifically for the Olympian Drive Improvements which requires no local match and is to be used for engineering design fees and expenses.

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

Paragraph 1. Definitions.

- (a) “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, sidepaths, bridges, drainage structures, channels and detention basins, signs, traffic signals, guards rails, protective structures and all other structures and appurtenances necessary or convenient for vehicular, bicycle, or pedestrian traffic.
- (b) “Direct expenses” include costs for appraisers, ROW agents, attorneys, and other direct expenses necessary for the completion of the project.
- (c) “Engineer” is a Professional Engineer appointed by the lead agency for a project. The duties of the Engineer are described in the IDOT Design Manual.

Paragraph 2. Projects. “Project A” is defined as all work required to complete Olympian Drive from Apollo Drive to Lincoln Avenue. “Project B” is defined as all work

required to complete Olympian Drive from Lincoln Avenue to Cunningham Avenue (US 45). “Project C” is defined as all work required to complete Olympian Drive from 1400’ west of Champion Avenue to Duncan Road.

Paragraph 3. Lead Agency. Urbana shall be the lead agency for Projects A, B, and C.

Paragraph 4. Phases. Each project will be completed in phases. For Projects A and B, Phase 1 will include design engineering. A future amendment will address Phase 2 which will include acquisition of all rights-of-way, construction engineering, excavation, embankment work, utility relocations, bridges, sidepaths, drainage structures and facilities, installation of signs, traffic signals, and paving for two lanes of Olympian Drive. For Project C, Phase 1 will include a project development report. Phase 2 will include design engineering. A future amendment will address Phase 3 which will include acquisition of all rights-of-way, construction engineering, excavation, embankment work, utility relocation, sidepaths, installation of signs, drainage structures and facilities and paving for two lanes of Olympian Drive.

Paragraph 5. Engineering and Other Services.

- (a) **Consulting Engineer.** A Qualifications Based Selection process was used to select the consulting engineer, Hanson Professional Services Inc. (Engineer), to complete the location study update and project design report for Projects A, B and C. The parties intend to negotiate a contract with the same Engineer to prepare plans, specifications, and estimates (PS&E) for Projects A, B, and C. The Engineer selected for PS&E shall not be an employee of any of the parties. Urbana is the lead agency that will contract with the Engineer for Projects A, B, and C. Prior to entering into such contracts, Urbana shall obtain prior written approval from the other parties for the scope of the work to be performed by the Engineer and the terms of the contract for Projects A, B, and C. If any

change orders are required with the Engineer for Projects A, B, and C, Urbana shall receive prior written approval from the other parties before approving any change order.

- (b) Other Professional Services. The lead agency shall select and enter into contracts with other professionals or for other professional services as necessary for the completion of the projects, including, but not limited to, title companies, real estate appraisals, right-of-way agents, soils and material testing services and other professional services associated with administering, managing, applying for grants, engineering and acquiring rights-of-way for the projects. 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 and obtain their written approval before contracting with any of the said professionals. The lead agency shall not be authorized to enter into a contract with any of the said professionals unless the cost has been previously agreed upon by the other parties in writing. The lead agency shall also obtain written authorization from the other parties should the lead agency determine that it is necessary for any reason to increase the cost of the contracts for any of the said professionals.

Paragraph 6. Implementation.

- (a) Timing. Champaign, Urbana, and the County agree to take all necessary steps to implement the projects and perform those activities set forth in this Agreement. It is the intent of the parties to complete the Phase 1 work for Projects A and B in 2012. Phase 2 of Project A and B timing is to be determined based on federal, state, Illinois Commerce Commission, and local funding. Phase 1 and Phase 2 of Project C are intended to be completed in 2011. Phase 3 timing is to be determined based on federal, state, and local funding.

- (b) Champaign Budgeting; Urbana Budgeting; County Appropriations. For this Agreement there is no financial commitment or share by Champaign, Urbana, or the County.

Paragraph 7. Further Actions.

- (a) Champaign, Urbana, 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, and any and all other undertakings set forth in this Agreement. The Mayor and City Manager of Champaign, the Mayor and City Engineer of Urbana, and the Champaign County Board Chair and County Engineer are hereby authorized by the approval of this Agreement by the respective governing bodies of Champaign, Urbana, 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 8 . Maps. Attached hereto as Exhibit A is a map of which the parties agree is the section of highway subject to the provisions of this Agreement. The limits of Projects A, B, and C are also identified.

Paragraph 9. Cooperation. Champaign, Urbana, and the County agree to reasonably cooperate to allow the Engineer selected to commence work by June 30, 2010.

Paragraph 10. Funding. The parties have received \$5,000,000 in funding from the State of Illinois Capital Bill that requires no local match. The parties further agree that the funds shall be used for engineering services for Projects A, B, and C. The remaining funds will be assigned in a future amendment to this Agreement. If the \$5,000,000 in funding from the State of Illinois Capital Bill is not sufficient to complete the design then the parties shall consider a local match or other available funding and amend this Agreement accordingly.

Paragraph 11. Invoices. A local agency agreement with the lead agency and IDOT is required for Projects A, B, and C. The lead agency shall make direct payment to the Engineer. The lead agency shall seek immediate reimbursement from IDOT.

Paragraph 12. Effective Date of Agreement. The Agreement shall be effective, as between Champaign, Urbana, and the County, when approved by all of the parties hereto, on the date approved by the last party to approve it.

Paragraph 13. Termination. If the Engineer has not commenced performing their professional services by June 30, 2010, any party may declare its intent to withdraw from this agreement within ninety (90) days by submitting 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 14. Amendment. No amendment to this Agreement shall be effective unless it is in writing and signed by the parties hereto.

Paragraph 15. 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 St.
Champaign, IL 61820

URBANA:
Mayor
City of Urbana
400 S. Vine St.
Urbana, IL 61801

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

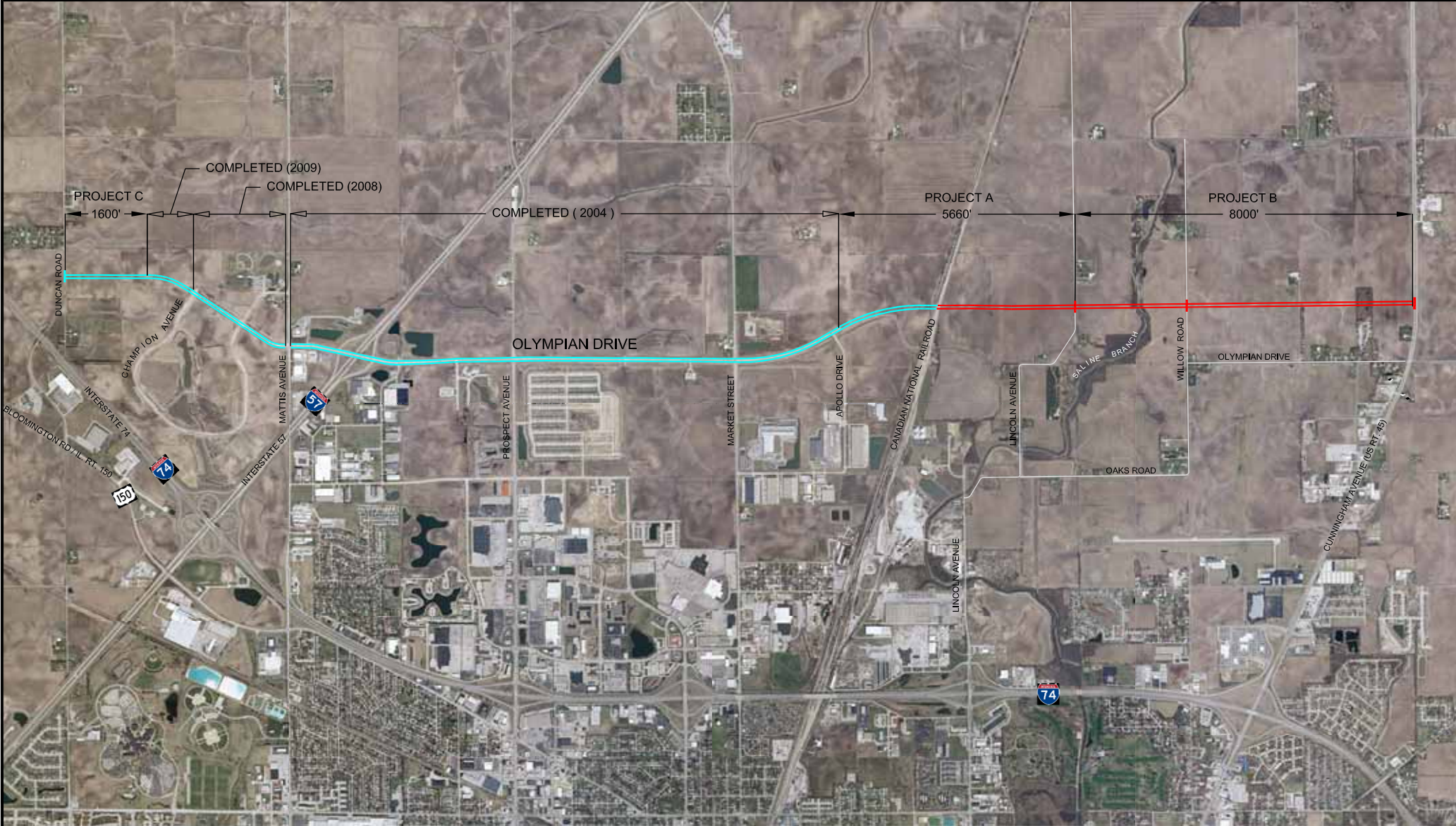
City Engineer
City of Champaign
702 Edgebrook Dr.
Champaign, IL 61820

City Engineer
City of Urbana
706 S. Glover Ave.
Urbana, IL 61802

County Engineer
County of Champaign
1605 E. Main St.
Urbana, IL 61802

IN WITNESS WHEREOF, the parties have executed this Agreement.

<u>CITY OF CHAMPAIGN</u>	<u>CITY OF URBANA</u>	<u>COUNTY OF CHAMPAIGN</u>
By: _____	By: _____	By: _____
City Manager	Mayor	Chair
Date: _____	Date: _____	Date: _____
Attest: _____	Attest: _____	Attest: _____
City Clerk	City Clerk	County Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:	APPROVED AS TO FORM:
By: _____	By: _____	By: _____
City Attorney	City Attorney	Its Attorney
_____	_____	_____
City Council Approval Date	City Council Approval Date	County Board Approval Date



OLYMPIAN DRIVE CONSTRUCTION PROJECT

EXHIBIT A - OLYMPIAN DRIVE

LEGEND

- CHAMPAIGN
- COUNTY/URBANA

NO SCALE

City of Urbana
 Public Works Department
 Engineering Division
 706 S. Glover Avenue
 Urbana, IL 61802
 Date: 03.16.2010

