

ORDINANCE NO. 9394-97

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CITY, CHAMPAIGN COUNTY AND URBANA TOWNSHIP ROAD
DISTRICT REGARDING CONSTRUCTION AND OPERATION OF
A SALT STORAGE FACILITY

WHEREAS, it is desirable and in the best interests of the City of Urbana, Illinois to enter into An Agreement Between the City, Champaign County and Urbana Township Road District Regarding Construction and Operation of a Salt Storage Facility; and

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

Section 1. That the Council hereby approves the City entering into An Agreement Between the City, Champaign County and Urbana Township Road District Regarding Construction and Operation of a Salt Storage Facility; the City's obligation to finance construction shall not exceed Seventy Thousand Dollars (\$70,000.00).

Section 2. That the Agreement in the form attached hereto is approved, and the Mayor of the City of Urbana is authorized to execute the same on behalf of the City of Urbana.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this 16th day of May, 1994.

AYES: Hayes, Patt, Pollock, Ryan, Singer, Taylor

NAYS:

ABSTAINED:


Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 26th day of May, 1994.

Tod Satterthwaite
Tod Satterthwaite, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE
NO. 9394-97 AND IS INCORPORATED THEREIN BY REFERENCE.

A circular seal of the City of Dallas is visible in the background, partially overlapping the signature. The seal features a central figure and the words "CITY OF DALLAS" around the perimeter.
Phyllis D. Clark
Phyllis D. Clark, City Clerk

May. 16, 1994
Date

SALT STORAGE FACILITY AGREEMENT

WHEREAS, the City of Urbana, Illinois (hereinafter called simply "CITY"), Champaign County (hereinafter called simply "COUNTY"), and Urbana Township Road District (hereinafter called simply "TOWNSHIP"), have reached an agreement concerning the participation of each of the entities in the construction and operation of a new salt storage facility to be located on the grounds of the Champaign County complex on East Washington Avenue in Urbana; and

WHEREAS, the parties have come to an agreement on the design, capacity, and shared use of such facility and are desirous of reducing their agreement to writing.

NOW THEREFORE, WITNESSETH:

FOR AND IN CONSIDERATION of the mutual promises herein made, it is agreed as follows:

1. That the estimated cost of the salt storage facility will amount to approximately Two Hundred Forty Two Thousand (\$242,000.00) Dollars. The parties agree that they shall each pay the costs of the construction of the salt storage facility in the percentages as set forth opposite their respective names below. However, if the total expected costs for the installation of the salt storage facility exceed one hundred and ten per cent (110%) of Two Hundred Forty Two Thousand (\$242,000.00) Dollars, as reflected in the "Statement of Bid Costs" provided for below, CITY or TOWNSHIP may cancel their obligation to pay their share by delivering a written notice of such election to each of the other two parties in accordance with the notice provisions of this agreement within ten (10) calendar days of the receipt of such "Statement of Bid Costs" from the COUNTY. If either CITY or TOWNSHIP shall withdraw from this agreement as stipulated, this agreement shall be considered null and void and any monies (but not the value of any contributions in-kind) which have been paid by either CITY or TOWNSHIP shall be refunded in full and neither CITY nor TOWNSHIP shall have any further rights or privileges connected with the salt storage facility.

Champaign County	57.10%
City of Urbana	28.60%
Urbana Township Road District	14.30%

2. "Statement of Bid Costs" as referred to herein shall be a document in writing signed by the Champaign County Engineer which

shall contain a statement of the bid costs of constructing the salt storage facility which shall list each and every payment to be made to each and every contractor or material person and professional services rendered in connection with the full completion of the project.

3. When so requested by the County Engineer, via a signed pay estimate, CITY and TOWNSHIP shall be liable for progress payments for the construction of the salt storage facility. Such requests for payment shall be paid by each respective agency to the COUNTY within thirty (30) days of receipt of request.

4. It is anticipated that some or all of the agencies to this agreement may supply in-kind labor and/or equipment towards the completion of this project. Such contributions will reduce the total project cost and such contributions will be considered as partial payment in lieu of those monies due and payable under section #1 and #3 above. The "value" of such contributions must be agreed, in advance and in writing, by all parties to this agreement.

5. All parties to this agreement shall mutually agree as to the design and configuration of the new salt storage facility. This design agreement and consent shall be reflected by the signature of the Champaign County Engineer, City of Urbana Director of Public Works, and Urbana Township Road Commissioner on the final set of bid specifications and technical drawings. No contractual obligations in connection with the salt storage facility shall be entered into by any party to this agreement without such prior written mutual consent.

6. It is agreed that all decisions and authority regarding the construction of the salt storage facility shall rest with the COUNTY and neither CITY nor TOWNSHIP shall have any right to direct the contractor(s) concerning any work to be done on the salt storage facility.

7. The COUNTY agrees to bid the construction and installation of the salt storage facility in accordance with all applicable Champaign County and State of Illinois purchasing guidelines and statutory requirements.

8. Each of the parties shall have the right to remove road salt from the storage facility any hour of the day and any day of the week. The COUNTY agrees to provide access to a front end loader or other similar vehicle to be made available to all agencies (and their employees) for purposes of loading their respective agencies's vehicles with road salt.

9. Every fall season each agency will prepay the COUNTY for up to the following quantities of road salt times actual cost per ton:

Champaign County	2,000 ton
City of Urbana	1,000 ton
Urbana Township	500 ton

The COUNTY shall endeavor to purchase road salt under the State of Illinois Joint Purchase Agreement or from whatever other source exists that would be of least cost.

In the month of May of each year the COUNTY shall tabulate the actual tonnage used and recorded by each respective agency and apply that usage quantity against the previous prepaid amount. Each respective agency shall pay for that quantity of salt used that exceeds the amount set forth above, or shall receive a credit for the amount of salt used that was less than the amount set forth above. Any credits shall be applied against the required prepayment for the following year. If money is due the COUNTY for salt used over the allotment, such amount shall be paid to the COUNTY within thirty (30) days of receiving such billing from the COUNTY.

10. Any costs incurred by the COUNTY for repair, maintenance, and insurance of the salt storage facility shall be billed to each respective agency in the month of May of each year using the same percentage sharing of cost as detailed in item #1 of this agreement. If the cumulative repair, maintenance and insurance costs for any given calendar year shall exceed five thousand dollars (\$5,000.00), CITY and TOWNSHIP shall not be liable for any additional sums unless all parties to this agreement mutually agree to such expenditures in writing.

11. Each agency agrees to maintain reasonable and adequate truck and general liability insurance at all times.

12. In the event of a catastrophic event in which the salt storage facility is damaged beyond reasonable repair and the parties to this agreement are unable to reach mutual agreement on the reconstruction of such a facility, the insurance proceeds, if any and after any and all cleanup costs, shall be distributed to the parties using the formula detailed in item #1 of this agreement at which time this agreement shall be considered terminated.

13. At any time during the life of this agreement either CITY or TOWNSHIP may choose to terminate participating in the shared use of the salt storage facility. Upon written notice to such effect, in accordance with the notice provisions of this agreement, such relationship shall be considered terminated, however the

relationship will continue in effect for its full term for the remaining agencies with maintenance and repair costs, as detailed in item #10 of this agreement, appropriately adjusted to reflect a new pro rata arrangement. Any agency withdrawing from this agreement shall be liable for any salt usage and/or maintenance/repair costs as called for in items #9 and #10 of this agreement appropriately adjusted to the date of their withdrawal, and thereafter shall have no obligation or liability for any costs associated with the operation of the salt storage facility. Under no circumstances shall CITY or TOWNSHIP be entitled to a refund of any portion whatsoever of the construction costs as called for in item #1 of this agreement, no matter when such withdrawal shall occur. It is fully acknowledged that the salt storage facility is the sole property of the COUNTY and that CITY and TOWNSHIP are being provided access and use of such facility by this agreement but that ownership of the facility and the land below remains with the COUNTY.

14. It is the intent of the parties to this agreement to solicit construction bids in early summer of 1994 with the storage facility fully operational by early to late fall, 1994. If firm contracts for construction, within the dollar limitations as set forth in item #1 of this agreement and with completion of the facility occurring within one hundred and eighty (180) days of bid award, does not occur, this agreement shall be null and void.

15. This agreement shall be for a term of thirty (30) years from the date of the last entity that executes it, as evidenced by the dates set forth below the signature of its officer or such further length of time until the facility is determined non-functional by an independent certified structural engineer. Any notice to be delivered to any of the parties under this agreement, shall be in writing and regarded as received the day it is actually delivered, either by hand delivery or U.S. mails, when addressed as follows:

Champaign County
1905 E. Main
Urbana. Illinois 61801

City of Urbana
City Clerk Office
400 S. Vine
Urbana, Illinois 61801

Urbana Township Road District
2312 Perkins Road
Urbana, Illinois 61801

16. It is agreed that if CITY does not budget the sum of \$70,000.00 for it's obligation under this agreement in it's 1994/1995 budget the CITY'S obligations hereunder shall lapse.

EXECUTED this _____ day of _____, 1994

CHAMPAIGN COUNTY
BOARD CHAIRPERSON

By: _____

EXECUTED this _____ day of _____, 1994

CITY OF URBANA, ILLINOIS

By: _____
Mayor

Attest: _____
City Clerk

EXECUTED this _____ day of _____, 1994

URBANA TOWNSHIP ROAD DISTRICT

By: _____