

ORDINANCE NO. 9495-52

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHAMPAIGN AND THE COUNTY OF CHAMPAIGN FOR A LOCATION STUDY REGARDING OLYMPIAN DRIVE

WHEREAS, a written copy of an agreement entitled "AN INTERGOVERNMENTAL AGREEMENT FOR A LOCATION STUDY AND A MAJOR TRANSPORTATION INVESTMENT ANALYSIS (MTIA) (Olympian Drive from Mattis Avenue to U.S. 45)" has been presented to and is now before this meeting.

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 intergovernmental agreement with the City of Champaign and the County of Champaign for a location study regarding Olympian Drive.

Section 2. That the Mayor is hereby authorized to execute and deliver such an agreement on behalf of the City. The agreement shall be in substantially the form of the Agreement which is before this Council, a copy of which is attached hereto and incorporated herein. The City Clerk is authorized to attest to such execution thereof.


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 5th day of December, 1994.

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

NAYS:

PRESENT:

  
Philip D. Clark  
Philip D. Clark, City Clerk


APPROVED by the Mayor this 19th day of December, 1994.

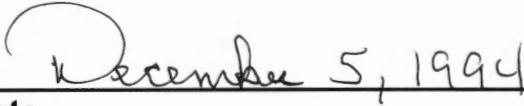
Tod Satterthwaite  
Tod Satterthwaite, Mayor

THIS ORDINANCE CONSISTS OF 1 PAGES.

Initials SR

**THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE  
NO. 9495-52 AND IS INCORPORATED THEREIN BY REFERENCE.**

  
\_\_\_\_\_  
**Phyllis D. Clark, City Clerk**

  
\_\_\_\_\_  
**Date**

AN INTERGOVERNMENTAL AGREEMENT  
FOR A LOCATION STUDY AND A MAJOR  
TRANSPORTATION INVESTMENT ANALYSIS (MTIA)  
(Olympian Drive from Mattis Avenue to U.S. 45)

THIS INTERGOVERNMENTAL AGREEMENT is made this 6<sup>th</sup> day of December, 1994, by and between the City of Champaign, Illinois, a municipal corporation ("Champaign"); the City of Urbana, Illinois, a municipal corporation ("Urbana"); and the County of Champaign, Illinois ("County").

**WITNESSETH:**

WHEREAS, Champaign, Urbana and the County find it to be in the public's best interest and best interest of their constituents to determine the best location and an investment analysis for the improvement of Olympian Drive (formerly known as TR 151) from Mattis Avenue to U.S. 45; and

WHEREAS, the parties find it to be most cost effective to mutually conduct such studies and to share in the costs as provided in this Agreement.

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

Section 1. The County shall select and contract with an engineer to perform a location study and Major Transportation Investment Analysis (MTIA) for Olympian Drive (Township Road 151) from Mattis Avenue to U.S. 45. The engineer selected shall not be an employee of any of the parties. The County shall not enter into a contract for these studies without prior written approval from the City Engineers for Urbana and Champaign with regard to the engineer, scope of work to be performed, and contractual terms of the contract between the County and the selected engineer. The contract shall provide that the engineer shall consult with all parties to an equal extent with regard to the content of the studies and approval of the final report.

Section 2. The County, Urbana and Champaign agree to reasonably cooperate to allow the engineer selected to commence work by April 1, 1995, and complete work within eighteen (18) months of the start of the study.

Section 3. The parties agree that the engineer's fee shall not exceed Six Hundred Thousand Dollars (\$600,000.00). The County shall use Federal STP-Urban funds to pay fifty percent (50%) of the cost of said study. Urbana and Champaign shall each reimburse the County for sixteen and two-thirds (16-2/3) of the actual cost of said study. Reimbursement payments shall be made to the County within thirty (30) days of the date the County invoices the party for its share of the cost. The County shall invoice the parties for costs after receipt of invoice for payment, which is due and payable, is presented by the Engineer to the County. The County shall provide reasonable documentation to each party regarding the actual cost of the study as costs are incurred.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

**CHAMPAIGN COUNTY, ILLINOIS**

**CITY OF CHAMPAIGN, ILLINOIS**

By: [Signature]  
Chair

By: [Signature]  
Mayor

Date: 1/18/95

Date: 12-13-94

ATTEST: [Signature]  
Secretary

ATTEST: [Signature]  
City Clerk

APPROVED AS TO FORM:  
[Signature]  
Its Attorney

APPROVED AS TO FORM:  
[Signature]  
City Attorney

**CITY OF URBANA, ILLINOIS**

By: Paul Sattelmeyer  
Mayor

Date: 12/19/94

ATTEST: Phyllis D. Clark  
City Clerk

APPROVED AS TO FORM:

Paul Wasko  
City Attorney