

ORDINANCE NO. 9596-102

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF URBANA  
AND THE COUNTY OF CHAMPAIGN CONCERNING THE JURISDICTIONAL  
TRANSFER AND MAINTENANCE OF CERTAIN ROADS AND OTHER MATTERS

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 in 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 hereby 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 15<sup>th</sup> day of April, 1996.

AYES: Hayes, Kearns, Pollock, Ryan, Taylor, Whelan

NAYS:

ABSTAINED:

APPROVED by the Mayor this 15<sup>th</sup> day of April, 1996.  
*Phyllis D. Clark* by  
Phyllis D. Clark, City Clerk  
*Deborah J. Roberts, Deputy Clerk*

*Tod Satterthwaite*  
\_\_\_\_\_  
Tod Satterthwaite, Mayor

An Intergovernmental Agreement  
Between the City of Urbana and the County  
of Champaign Concerning the Jurisdictional  
Transfer and Maintenance of Certain Roads  
and Other Matters

This Agreement is entered into between the City of Urbana, Illinois ("City) and the County of Champaign, Illinois ("County"), on this 16th day of May, 1996, 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, 5-408, 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 jurisdiction and maintenance of road 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 recognizes its responsibility to maintain the infrastructure in the territory which it annexes;

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

NOW, THEREFORE, it is agreed by the City and County as follows:

Section 1. Definitions.

- (a) "*Jurisdiction*" means the authority and responsibility to administer, control, construct, maintain and operate all elements of the area within the right-of-way of a highway.
- (b) "*Maintenance*" means the performance of all activities necessary to keep a highway in serviceable condition for vehicular traffic.
- (c) "*Right of way*" or "*ROW*" means the land or interest therein acquired for or devoted to a highway.
- (d) "*Highway*" means any public way for vehicular travel. The term "highway" includes rights-of-way, curbs, sidewalks, bikeways, bridges, drainage structures, signs, guard rails, protective structures and all other structures and appurtenances necessary or convenient for vehicular or pedestrian traffic. A highway in a rural area may be called a "road" while a highway in a municipal area may be called a "street".

Section 2. Jurisdictional Transfer, Maintenance and Work; Payments.

- (a) The City and the County agree to take all necessary steps to perform those activities set forth in Exhibit A hereto, which is incorporated herein by reference.
- (b) When any payment is required by this Agreement, payments shall be made by the non-lead party within thirty-five (35) days after the legal party sends a detailed invoice to the other party. The invoice shall be sent only after the final inspection and acceptance of the work by the lead party on the project.

Section 3. Further Actions.

- (a) The City and the County hereby agree to take any official action necessary to accomplish any of the undertakings set forth in Section 2 hereof, including the passage of legally sufficient resolutions or ordinances, appropriation of money, the execution of any and all documents necessary to evidence jurisdictional transfers and any and all other undertakings set forth in this Agreement. The Chair of the County Board, the County Engineer 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 4. IDOT Approval. As provided by statute the City and the County shall submit such documentation to the Illinois Department of Transportation (IDOT) so as to secure approval by IDOT of any transfer of jurisdiction agreed to by the parties herein. Such submissions shall be generally in accordance with IDOT's "Jurisdictional Transfer Guidelines for Highway and Street Systems", dated April 1993.

Section 5. Effective Date of 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. Effective Date of Jurisdictional Transfers. The effective date of any jurisdictional transfer indicated in Exhibit A shall be as indicated therein.

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:

COUNTY:

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

County Board Chair  
County of Champaign  
204 East Elm Street  
Urbana, Illinois 61801

Director of Public Works  
City of Urbana  
706 South Glover Avenue  
Urbana, Illinois 61801

County Engineer  
County of Champaign  
1905 East Main Street  
Urbana, Illinois 61801

Section 9. Cooperation. The City and County desire to cooperate on a continuing basis with respect to highways within the City's one and one-half (1 1/2) mile planning jurisdiction. To that end, both parties, through their elected officials and staffs, shall keep each other informed of plans and issues as they arise during the course of transportation construction and planning within this area.

In Agreement, the parties sign below.

CITY OF URBANA, ILLINOIS

COUNTY OF CHAMPAIGN

By: Ted J. Attentive  
Mayor

By: [Signature]  
County Board Chair

ATTEST: Phyllis S. Clark by  
City Clerk

ATTEST: Dennis R. Ring  
County Clerk

Sebastian J. Roberts, Deputy Clerk  
APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]  
City Attorney

[Signature]  
State's Attorney

Date of City Council approval:

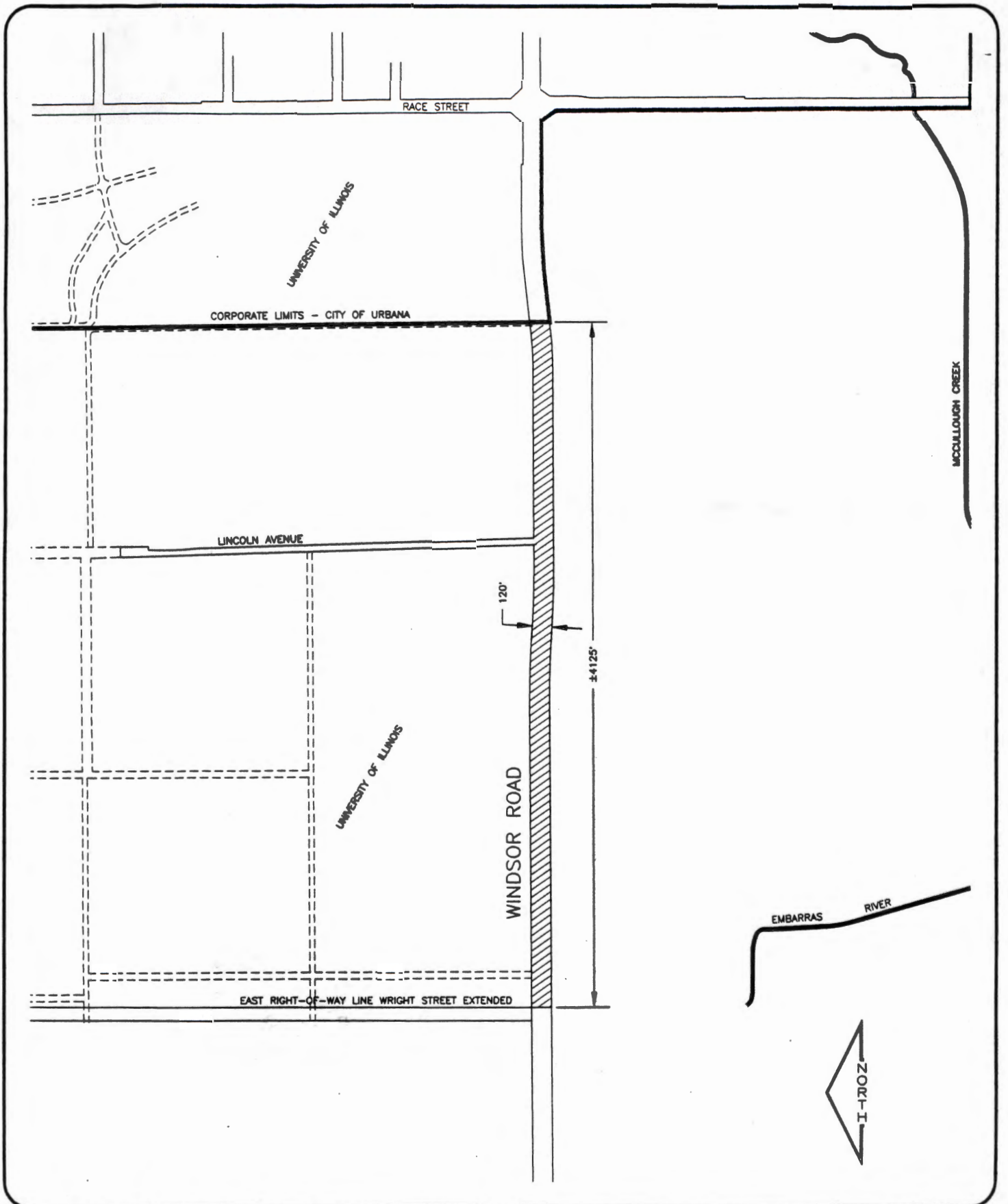
Date of County Board Approval:

Date: April 15, 1996

Date: April 16, 1996

[Exhibit A - Page 1]

- 1.) Highway Name: Windsor Road
- 2.) Highway Termini: East right-of-way line of "Wright Street Extended" to Urbana corporate limits.
- 3.) Right-of-way length (in feet and to nearest hundredth of mile): 4125 feet (.78 mile)
- 4.) Right-of-way width (in feet): 120 feet
- 5.) Highway structures or equipment included in transfer: Traffic signal at Lincoln Avenue and Windsor Road.
- 6.) Transferer Jurisdiction: County of Champaign
- 7.) Transferee Jurisdiction: City of Urbana
- 8.) Condition to acceptance of transfer:
  - (a) County will contract directly or choose to reimburse the City \$20,000 to seal all cracks in the transfer area.
  - (b) Receive "as-built" plan.
  - (c) County Board assigns a grant of right-of-way easement for Windsor Road to the City of Urbana and the City of Urbana accepts it.
  - (d) Acceptance of work evidenced in writing by the City Engineer.
  - (e) Passage of a resolution by the County Board transferring jurisdiction of the highway to the City after acceptance of the work by the City.
- 9.) Effective Date of Transfer: 21 days after passage of the resolution specified in 8(e).



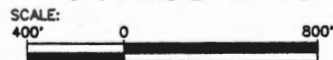
**PUBLIC  
WORKS**



**ENGINEERING  
DIVISION**

12/8/95 K.L.H.

**WINDSOR ROAD  
JURISDICTIONAL TRANSFER**



(CORPORATE BOUNDARY WEST OF RACE STREET TO THE EAST RIGHT-OF-WAY LINE OF WRIGHT STREET EXTENDED)

**[Exhibit A - Page 2]**

- 1.) Highway Name: Lincoln Avenue
- 2.) Highway Termini: Somer Drive to north of Olympian Drive
- 3.) Agreement:

The City will be the lead agency for a location study to determine the most appropriate location for this highway. The study shall be completed on or before December 30, 1996. The City and County will equally share the cost of the location study. County share shall not exceed \$42,000.

WRG:klf(12/95)  
(EXHIBIT.OLY)

NORTH LINE OF THE SOUTH HALF OF THE  
SOUTH HALF OF SECTION 29, T20N, R9E

ILLINOIS CENTRAL RAILROAD

CORPORATE LIMITS  
CITY OF URBANA

LINCOLN AVENUE

OAKS ROAD

SOMER DRIVE

DRAINAGE

DITCH

BRANCH

CORPORATE LIMITS  
CITY OF URBANA

NORTH

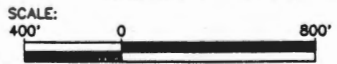
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WORKS**



**ENGINEERING  
DIVISION**

12/8/95 K.L.H.

### NORTH LINCOLN AVENUE LOCATION STUDY AREA



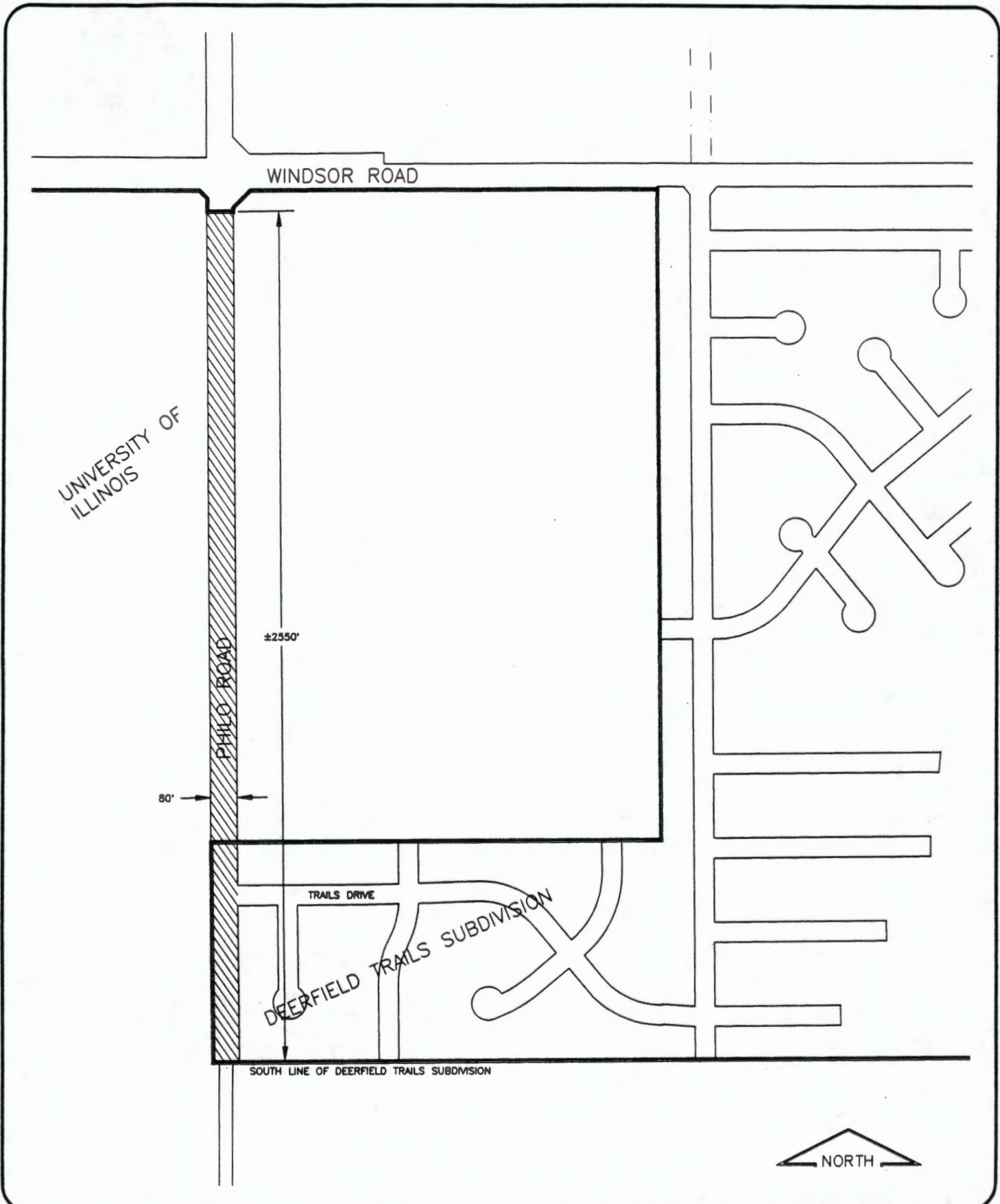
(SOMER DRIVE TO THE NORTH LINE  
OF THE SOUTH HALF OF THE SOUTHEAST  
QUARTER OF SECTION 29, T20N, R9E)



[Exhibit A - Page 3]

- 1.) Highway Name: Philo Road
- 2.) Highway Termini: From the south right-of-way line of Windsor Road to a point 500 feet south of the south right-of-way line of Trails Drive.
- 3.) Right-of-way length (in feet and to nearest hundredth of mile): 2550 feet (.48 mile)
- 4.) Right-of-way width (in feet): 80 feet
- 5.) Highway structures or equipment included in transfer: All drainage, roadway and signage.
- 6.) Transferer Jurisdiction: Urbana Township or by City Annexation
- 7.) Transferee Jurisdiction: City of Urbana
- 8.) Condition to acceptance of transfer: Passage of a jurisdictional transfer document by the Urbana Road Commissioner to the City.
- 9.) Effective Date of Transfer: Per IDOT approval.
- 10.) Other Agreements: Improvements shall occur when the City Engineer and County Engineer agree that such improvements are warranted to meet development needs, road capacity, safety, or MUTCD warrants for traffic signs or signals. The City shall be the lead party with respect to projects on this highway. The City and County shall share all local public costs (including but limited to engineering, right-of-way acquisition and construction) of improvement to the highway. It is recognized that a mutually agreeable financing plan will need to be developed which recognizes the timing needs for the work and the funding limitations of each agency.

WRG:kif(12/95)  
(EXHIBIT.OLY)



**PUBLIC  
WORKS**



**ENGINEERING  
DIVISION**

12/8/95 K.L.H.

**PHILO ROAD IMPROVEMENT  
AND JURISDICTIONAL TRANSFER**

SCALE:  
400' 0 800'

(SOUTH RIGHT-OF-WAY LINE OF  
WINDSOR ROAD TO THE SOUTH LINE  
OF DEERFIELD TRAILS SUBDIVISION)