

ORDINANCE NO. 2000-08-101

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF CHAMPAIGN
CONCERNING THE CONSTRUCTION, JURISDICTIONAL TRANSFER, AND
MAINTENANCE OF ANTHONY DRIVE AND U.S. ROUTE 45 INTERSECTION

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

Section 1. That the Intergovernmental Agreement Between the City of Urbana and the County of Champaign Concerning the Construction, Jurisdictional Transfer, and Maintenance of Anthony Drive and U.S. Route 45 Intersection, in the form of a 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.

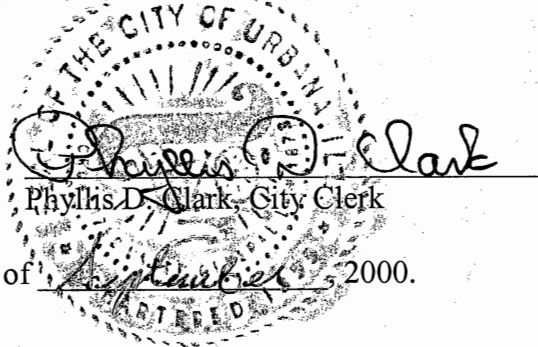
PASSED by the Urbana City Council this 5th day of September, 2000.

AYES: Hayes, Huth, Kearns, Patt, Taylor, Whelan, Wyman

NAYS:

ABSTAINS:

APPROVED by the Mayor this 11th day of September, 2000.



Tod Satterthwaite
Tod Satterthwaite, Mayor

**An Intergovernmental Agreement
Between the City of Urbana and the County
of Champaign Concerning the Construction,
Jurisdictional Transfer, and Maintenance
of Anthony Drive and U.S. Route 45 Intersection**

This Agreement is entered into between the City of Urbana, Illinois ("City") and the County of Champaign, Illinois ("County"), on this 5th day of September, 2000, 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 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 and County desire to perform this function as efficiently and effectively as possible thereby reducing costs to taxpayers; and

WHEREAS, the City recognizes its responsibility to maintain the infrastructure in the territory which it annexes; and

WHEREAS, the City and County find it to be in the best interest of the public to construct the intersection of Anthony Drive and U.S. Route 45 according to the F.A.P. Route 800 (U.S. Route 45) Intersection Design Study by Clark Dietz, Inc. and the Engineer's Preliminary Estimate of Construction Cost, both dated May 18, 2000, submitted to the Illinois Department of Transportation; and

WHEREAS, the County finds it appropriate to share the direct costs of constructing the intersection of Anthony Drive and U.S. Route 45.

NOW, THEREFORE, the City and the County, in consideration of the mutual promises and covenants contained herein, agree 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. Permanent and temporary construction easements are included in the ROW.
- (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”*.
- (e) *“Project”* means the work required to complete the intersection of Anthony Drive and U.S. Route 45 according to the F.A.P. Route 800 (U.S. Route 45) Intersection Design Study by Clark Dietz, Inc. and the Engineer’s Preliminary Estimate of Construction Cost, both dated May 18, 2000, submitted to the Illinois Department of Transportation. The work required to complete the intersection includes design engineering, construction engineering, utility relocation, right-of-way and easement acquisition, and construction.
- (f) *“Direct Expenses”* means the cost of the design engineering, construction engineering, utility relocation, right-of-way and easement acquisition, and construction of the Project.

Section 2. Lead Agency

The City shall be the lead agency for the Project.

Section 3. Construction

Before incurring any Direct Expenses, the City shall submit final plans and cost estimates for the Project to the County Engineer for his written approval.

The City shall be solely responsible for the Project. The City may select and contract with other professionals as necessary or desirable for the Project. The City and the County agree to share equally all Direct Expenses, less contributions from the Illinois Department of Transportation (“IDOT”), as set forth in Exhibit “A”.

Section 4. Scheduling and Timing

The City Engineer shall provide the County Engineer before December 1, 2001, with a schedule for the Project, including the approximate date when the construction

phase of the Project is scheduled to begin. It is the intent of the parties that the construction phase of the Project shall be started prior to June 30, 2002.

Section 5. Payment

The City and the County agree to budget an amount sufficient to meet their commitments for sharing Direct Expenses as identified in Section 3 of this Agreement. The County's total payments shall not exceed \$930,000. Any Direct Expenses, less IDOT's contributions, in excess of \$1,860,000 shall be borne by the City.

The City agrees to front the County's share of Direct Expenses. The County agrees to reimburse the City over three years in three installments. The first two installments will be equal in amount. The third installment will reflect the remaining balance owed by the County. The first invoice will be issued to the County after 90% of the construction phase of the Project is complete. The second and third invoices will be issued to the County approximately one and two years, respectively, after the first invoice date.

Section 6. Other Money, Grants

The City shall make grant applications to obtain any federal, state, or local funds that may be applicable. Any grant or reimbursement of funds received for the design engineering, construction engineering, utility relocation, right-of-way and easement acquisition, and/or construction of the Project will be used to equally lower the City's and County's shares of the Direct Expenses.

Section 7. Invoices

The City shall send the County three invoices for reimbursement in accordance with Section 5 of this Agreement. The invoices shall reflect half of the Direct Expenses actually incurred, less IDOT's contribution, and the invoices shall total no more than \$930,000. The County shall pay the invoices within thirty (30) days of receipt. The City shall provide reasonable documentation to the County regarding Direct Expenses as they are incurred.

Section 8. Jurisdictional Transfer and Maintenance

Upon the completion of the Project, the City and the County shall take all steps necessary to transfer jurisdiction of all the improvements resulting from the Project, other than those portions of right-of-way maintained by the State of Illinois, to the City. This includes submitting such documentation to the 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 or any such successor document.

The transfer of jurisdiction to the City will take place irrespective of what percent of the said improvements lie outside the City's corporate limits. The City agrees to maintain all improvements resulting from the Project in perpetuity.

Section 9. Effective Date of Jurisdictional Transfers

The effective date of any jurisdictional transfer shall be the date IDOT has approved such transfer.

Section 10. Further Actions

The City and the County hereby agree to take any official 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, 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 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 11. Eminent Domain

If the Project requires that the County exercise its right of eminent domain by passage of appropriate and effective authorizing legislation, the Champaign County State's Attorney may appoint the City Attorney as a Special Assistant State's Attorney for the purpose of pursuing the eminent domain action authorized by the County.

Section 12. 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 13. Conditions Precedent

This Agreement shall be effective only:

- (a) if there is an approved and executed agreement between the City and Farm and Fleet for the relocation of and/or the expansion of Farm and Fleet in the vicinity of the Project area; and
- (b) if the City and the County approve and execute the amendment, attached as Exhibit "B", to the Agreement Between the City and County Regarding Fringe Development and Annexation.

Section 14. Termination

The City and the County agree that if the construction phase of the Project has not begun by June 30, 2003, this Agreement shall terminate.

Section 15. Amendment

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

Section 16. Notices

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

CITY:

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

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

COUNTY:

County Board Chair
County of Champaign
1776 East Washington Street
Urbana, Illinois 61802

County Engineer
County of Champaign
1905 East Main Street
Urbana, Illinois 61802

Section 17. 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. Throughout the Project, both parties, through their elected officials and staffs, shall keep each other informed of plans and issues as they arise in the Project area.

Section 18. Time is of the Essence

Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF URBANA, ILLINOIS

COUNTY OF CHAMPAIGN

By: Torl Sattellhuete
Mayor

By: W. A. Moore
County Board Chair

ATTEST: Dwight D. Clark
City Clerk

ATTEST: Mark Sheldon
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jack Waale
City Attorney

Charisma Tardancher
State's Attorney

Date of City Council approval:

Date of County Board Approval:

Date: September 5, 2000

Date: August 22, 2000

**EXHIBIT A
PROJECT LIST**

YEAR	Project	City	County	IDOT	Total Cost
2001	Cunningham and Anthony Intersection Reconstruction	\$930,000	\$930,000	\$1,097,000	\$2,957,000

- ❖ All costs are estimates and in Year 2000 dollars. Grants, private sector funding, or additional state or federal funding would equally reduce the City and County shares.
- ❖ Costs include 10% for contingency and 15% for engineering fees.

EXHIBIT B

AMENDMENT NUMBER 1 TO "AN AGREEMENT BETWEEN THE CITY AND THE COUNTY REGARDING FRINGE DEVELOPMENT AND ANNEXATION"

WHEREAS, the City of Urbana ("City") and the County of Champaign ("County") are contemplating entering into an agreement for certain improvements to the right-of-way commonly known as U.S. Route 45 north of Urbana if the Business enterprise known as Farm and Fleet relocates its present business pursuant to a Development Agreement with the City; and

WHEREAS, Farm and Fleet is one of the businesses listed in a certain agreement entitled "An Agreement Between the City and County Regarding Fringe Development and Annexation" (hereafter "Agreement"), approved in Ordinance No. 9394-79 and adopted the 21st day of March, 1994, which agreement would require the payment to the County for ten (10) years following annexation to the City of the parcel on which Farm and Fleet is presently located; and

WHEREAS, it is anticipated that Farm and Fleet will likely relocate to a tract of land already within the corporate limits of the City of Urbana, which circumstance then would not require the ten (10)-year payment to the County by the City under the agreement.

NOW THEREFORE, IT IS AGREED by and between the parties that the agreement is hereby amended so far as it relates to Farm and Fleet as follows:

1. If Farm and Fleet relocates to a parcel already within the corporate limits of the City, the City shall pay all sums that would otherwise be due to the County at the time and in the manner called for in the agreement, except such payments shall be due from the date a Certificate of Occupancy is issued for such new facility for Farm and Fleet, the intent being to substitute the date of the issuance of the Certificate of Occupancy as a trigger for such payments instead of annexation of the tract.

^{*} within an area bounded by Willow Road on the west, Anthony Drive on the south, Airport Road on the north, and 2300 feet east of the centerline of the U.S. 45 right-of-way on the east.

2. Other than as expressly modified by this amendment, the parties agree the agreement is not otherwise changed or amended.

COUNTY OF CHAMPAIGN, ILLINOIS

CITY OF URBANA, ILLINOIS

By: W.A. M
County Board Chair

By: _____