

**AN ORDINANCE APPROVING AND AUTHORIZING
AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF CHAMPAIGN, ILLINOIS**

(Funding for Construction of Part of North Lincoln Avenue)

WHEREAS, in Ordinance No. 2000-10-118, passed by the Urbana City Council on October 16, 2000, an agreement providing for certain roadway improvements was approved; and

WHEREAS, subsequently, the County has requested certain revisions to the said agreement, which revisions are acceptable to the City,

NOW, THEREFORE, 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 Concerning the Funding for Construction of Part of North Lincoln Avenue, 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.

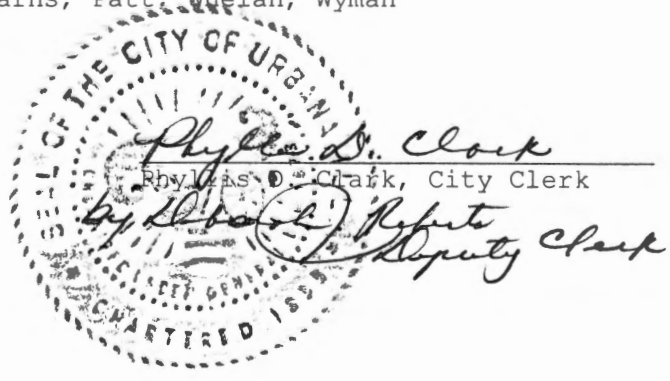
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 2nd day of April, 2001.

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

NAYS:

ABSTAINS:



APPROVED by the Mayor this 5th day of April,

2001 .

Tod Satterthwaite
Tod Satterthwaite, Mayor

**An Intergovernmental Agreement
Between the City of Urbana and the County
of Champaign Concerning the Funding for Construction
of Part of North Lincoln Avenue**

This Agreement is entered into between the City of Urbana, Illinois ("City") and the County of Champaign, Illinois ("County"), on this 17th day of April, 2001, 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 roads 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, University Construction, a division of MACC of Illinois, Inc., (hereinafter, "University Construction") has entered into a Development Agreement with the City to construct 1000 meters of Lincoln Avenue, including a bridge over the Saline Branch Drainage Ditch; and

WHEREAS, the Development Agreement between University Construction and the City provides that University Construction will pay for seven hundred sixty five thousand dollars (\$765,000) of the estimated one million one hundred forty five thousand dollars (\$1,145,000) total cost of construction; and

WHEREAS, the Development Agreement between University Construction and the City is contingent upon the City and the County entering a separate agreement wherein each agrees to pay for half of the cost of construction exceeding the \$765,000 to be contributed by University Construction; and

WHEREAS, the maximum contribution required of the City and the County is two hundred fifteen thousand dollars (\$215,000) each.

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

Section 1. Definition.

“Project” means design engineering, construction engineering, utility relocation, right-of-way acquisition and construction required to complete a two-lane roadway on North Lincoln Avenue, starting at Station 7+650, and ending at Station 8+650 (1000 meters in length). The portion between station 7+650 and Station 8+100 (450 meters in length) will consist of a three inch asphalt overlay of the existing pavement, construction of three foot wide aggregate shoulders, and construction modifications to the radii of Somer Drive at its intersection with Lincoln Avenue to facilitate truck turning movements. The portion between Station 8+100 and Station 8+650 (550 meters in length) will consist of complete pavement construction including required bridge access across the Saline Branch Drainage Ditch at approximate Station 8+340. The project will be done in accordance with the Development Agreement between University Construction and the City of Urbana governing said construction, dated _____, 2000. (“Development Agreement”)

Section 2. Project Funding.

The estimated total cost of the Project is \$1,145,000. University Construction has agreed to contribute \$765,000 towards that cost as set forth in the Development Agreement. The City and the County agree to split equally the cost of the Project that exceeds the \$765,000. The City and the County will not be required to contribute more than \$215,000 each toward the Project cost.

Section 3. Invoices and Payments.

Per the Development Agreement, University Construction will be responsible for the Project and shall invoice the City for both the City’s and County’s share of the Project costs. The City shall in turn invoice the County in accordance with cost shares and payment limits described in Section 2. The County shall pay invoices within thirty (30) days of receipt. The City shall provide reasonable documentation to the County regarding the actual cost of the work as costs are incurred.

Section 4. 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, 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 5. 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 6. Condition Precedent.

This Agreement shall only be effective if the City and University Construction approve and execute the Development Agreement and if the Development Agreement provides that University Construction will pay \$765,000 of the total cost of the Project. If University Construction and the City do not execute such an agreement *prior to* the execution of this Agreement, this Agreement shall be null and void.

Section 7. Termination.

The parties agree that if the Project has not begun by June 30, 2003, this Agreement shall terminate without further action by the parties.

Section 8. Amendment.

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

Section 9. 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 10. Time is of the Essence.

Time is of the essence in this Agreement.

Section 11. Olympian Drive

- (a) The City and County acknowledge that an improved or new road designated as Olympian Drive, which crossed the CN (former ICG) Railroad right-of-way along an approved alignment, would promote economic development of the area and represent good transportation planning.
- (b) There has been progress to date completing a location study of Olympian Drive. Further progress in obtaining funding and proceeding with a design

and construction schedule is necessary. Both the County and the City agree to put funding of their portions of the Olympian Drive Project in their Capital Improvement Plans, and to include the railroad crossing section (Market Drive to Lincoln Avenue) of Olympian Drive in the CUUATS priority process. Urbana agrees to proceed in a timely way with improvements to Lincoln Avenue in anticipation of the Olympian Drive Project. The County, in cooperation with the City of Champaign, agrees to proceed in a timely way with planning and construction of the west section of Olympian Drive.

- (c) Irrespective of the timetable for the construction of the rail crossing, both the City and the County shall plan and promote development in the area in accordance with the completed location studies for both Olympian Drive and Lincoln Avenue.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF URBANA, ILLINOIS

COUNTY OF CHAMPAIGN

By: Tal Sattethwaite
Mayor

By: Patricia A. Avery
County Board Chair



ATTEST: Shyria D. Clark
City Clerk
4/5/01

ATTEST: Mark Shehler
County Clerk

APPROVED AS TO FORM:

Date of County Board Approval:

Jack Wash
City Attorney

Date: April 17, 2001

Date of City Council approval:

Date: April 2, 2001