

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

(Funding for Combined Design Report for Windsor Road)

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

Section 1. That an amended Intergovernmental Agreement Between the  
City of Urbana and the County of Champaign Concerning the Funding for a  
Combined Design Report for Windsor Road, 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 3rd day of February,  
2003 .

AYES: Chynoweth, Hayes, Huth, Otto, Patt, Whelan, Wyman

NAYS:

ABSTAINS:

  
Phyllis N. Clark  
Phyllis N. Clark, City Clerk

APPROVED by the Mayor this 5th day of February,  
2003 .

James H. Hayes, Jr.  
Tod Satterthwaite, Mayor  
James H. Hayes, Jr., Mayor Pro-tem

**An Amendment to the Intergovernmental Agreement Between the City of Urbana and the County of Champaign Concerning the Funding for a Combined Design Report for Windsor Road**

**[Windsor Road from High Cross Road (IL 130) to Philo Road]**

\* \* \*

This Agreement is entered into between the City of Urbana, Illinois ("City") and the County of Champaign, Illinois ("County"), on this 6<sup>th</sup> day of February 2003, 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 the County find it to be in the public's best interest and best interest of their constituents to perform a combined design report including an environmental impact study of Windsor Road from High Cross Road {IL 130} to Philo Road.

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

WHEREAS, the maximum contribution required of the City and the County is fifty-two thousand, five hundred dollars {\$52,500} each.

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

**Section 1.**     Engineer Selection

The City shall select and contract with an engineer to perform a combined design report for Windsor Road from High Cross Road to Philo Road. The City shall not enter into a contract for these studies without prior written approval from the County Engineer 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.**     Commencement of Work

The City and County agree to reasonably cooperate to allow the engineer selected to commence work by March 1, 2003, and complete work within eighteen {18} months of the start of the study.

**Section 3.**     Project Funding

The parties agree that the engineer's fee and expenses shall not exceed two hundred ten thousand dollars {\$210,000}. Federal STP-Urban funds shall pay fifty percent {50%} of the cost of said report. The City and County each agree to split between them equally the remaining fifty percent {50%} of the cost of the report.

**Section 4.**     Future Project Funding

The parties agree in principle to each agree to split between them equally fifty percent {50%} of the local share cost to engineer, relocate utilities, acquire right-of-way, and construct Windsor Road from High Cross Road to Philo Road with the timing and method of handling such costs to be the subject of a more detailed agreement at the appropriate time.

**Section 5.**     Invoices and Payments

The City will be responsible for the Project and shall invoice the County for its share of the Project costs. 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 6.**     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 7.**     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 8.**     Termination

The parties agree that, if the Report has not begun by September 30, 2004, this Agreement shall terminate without further action by the parties.

**Section 9. Amendment**

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

**Section 10. 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**  
  
**Public Works Director**  
**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**  
**1776 East Washington Street**  
**Urbana, Illinois 61802**

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**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**CITY OF URBANA, ILLINOIS**

**COUNTY OF CHAMPAIGN**

By: James H. Hayes, Jr.  
Mayor

By: Patricia A. Owen  
County Board Chair

ATTEST: Phillis D. Clark  
City Clerk

ATTEST: Mark Sheldon  
County Clerk

**APPROVED AS TO FORM:**

**Date of County Board Approval:**

Jan Wacker  
City Attorney

Date: February 6, 2003

**Date of City Council Approval:**

Date: FEBRUARY 3, 2003

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*Revised 3/4/03  
Sheldon*