

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION FOR PLANTING OF WILDFLOWERS
AND OTHER PLANTINGS**

(Entryway Median on U.S. Route 45, Cunningham Avenue, North of I-74)

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 State of
Illinois Department of Transportation and the City of Urbana for Planting of
Wildflowers and Other Plantings, in substantially 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.

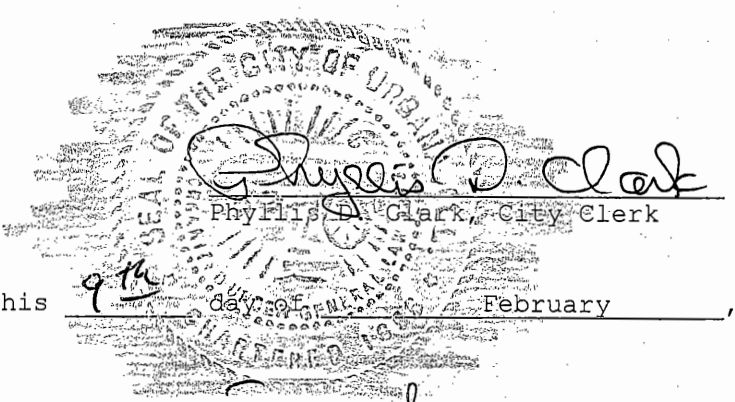
PASSED by the City Council this 2nd day of February,
2004 .

AYES: Chynoweth, Hayes, Huth, Patt, Wyman

NAYS:

ABSTAINS:

APPROVED by the Mayor this 9th day of February,
2004 .



Tod Satterthwaite
Tod Satterthwaite, Mayor



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

March 2, 2004

Honorable Tod Satterthwaithe
Mayor
P.O. Box 219
Urbana, Illinois 61801

Dear Mayor Satterthwaithe:

Enclosed is an original copy of the executed agreement for the Governor's Wildflower Initiative.

Please contact my office if you have any further questions. Thank you for your participation in this initiative.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joe Hill".

Joe Hill
Engineer of Operations

Enclosure

INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement is entered into this 8th day of December, 2003 by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF URBANA, of the State of Illinois, hereinafter called the CITY, in accordance with the authority granted in sections 4-406 and 4-409 of the Illinois Highway Code.

WITNESSETH:

WHEREAS, the STATE and the CITY are desirous of improving a site which will be determined at a later date by both the CITY and the STATE, by planting wildflowers and other plantings, and by performing all other work necessary to provide an attractive roadside entering the community; and

WHEREAS, the CITY has agreed to partner with the STATE in this project, to provide \$5,000.00 in matching funds or services costing that amount of money; and

WHEREAS, the STATE will reimburse the CITY up to \$35,000 toward the cost of the work completed through the provisions of this Agreement;

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

1. The CITY agrees to prepare plans and specifications, either receive bids and award a contract or use its own forces, furnish inspection during construction, and cause the landscaping to be installed in accordance with plans, specifications, and contract.
2. The STATE agrees to send a letter, prior to the CITY's commencement of work, approving the plans and specifications as prepared.
3. The STATE agrees to reimburse the CITY for the construction costs up to a maximum of \$35,000, upon satisfactory completion of the work and receipt of an invoice.
4. The CITY agrees to provide to the STATE, a summary of the landscape quantities and costs at the time the invoice is presented for payment.
5. Upon completion of the landscaping work, the CITY agrees to maintain or cause to be maintained for two years, the landscaped areas. The STATE will reimburse the CITY for all maintenance costs up to \$5,000.00 annually for two years.
6. The CITY agrees that maintenance of the landscaped areas includes eradication of all aggressive weed species and replacement of plant material as necessary, to the STATE's satisfaction. Should the CITY fail to provide satisfactory care to the landscaped areas, the STATE shall serve notice to the CITY of the deficiencies. The CITY shall, either correct the said deficiencies or with the approval of the STATE and in accordance with the applicable portions of the STATE's Standard Specifications for the Road and Bridge Construction remove the landscaping, replacing

it with sod or other materials as directed by the STATE. Upon acceptance of the grassed areas by the STATE, the STATE shall thenceforward maintain the grassed areas. Should the parties agree that the continued maintenance of the landscaped areas is beyond their financial and/or other means, the CITY may remove the landscaping, replacing it as specified above, with the STATE similarly accepting the grassed area maintenance subject to the aforescribed conditions.

7. The CITY shall maintain, for a minimum of 3 years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other STATE Auditors and the CITY agrees to cooperate fully with an audit conducted by the Auditor General and other STATE Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

8. The CITY agrees to comply with all applicable Executive Orders and laws requiring Equal Employment Opportunity and non-discrimination in public works projects, and with all regulations required by the Illinois Department of Transportation.

9. The CITY agrees that in the event any work is performed by other than CITY forces, the provisions of “an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works” (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
10. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 37-6000524 and it's doing business as a GOVERNMENTAL ENTITY, whose mailing address is 400 S. VINE ST., URBANA, IL 61801.
11. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for this contract.
12. This AGREEMENT and the covenants contained herein shall be null and void in the event the construction work contemplated herein is not completed within the three years subsequent to execution of the agreement.
13. This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.



Attest:

Philip D. Clark

City/Village Clerk

Robert
Deputy Clerk

By: Tod Satterthwaite
Tod Satterthwaite
Mayor

Date: 2/12/04

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: Timothy W. Martin
Timothy W. Martin
Secretary of Transportation

Date: 3-1-04