

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE COUNTY OF CHAMPAIGN, CONCERNING THE FUNDING  
FOR THE CONSTRUCTION OF WINDSOR ROAD**

(Windsor Road from High Cross Road (IL 130) to Philo Road)

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 the  
construction of Windsor Road (Windsor Road from High Cross Road (IL 130) to  
Philo Road), in substantially the form of the copy of said Agreement attached  
hereto, be and the same is hereby 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 Assignment and Estoppel Certificate as so authorized and  
approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 17th day of December,  
2007.

AYES: Barnes, Bowersox, Chynoweth, Lewis, Roberts, Smyth, Stevenson

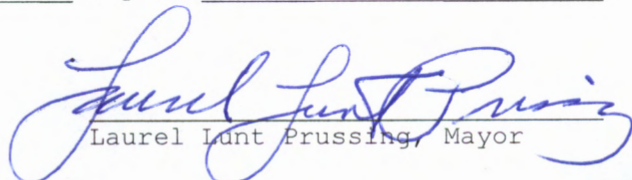
NAYS:

ABSTAINS:



APPROVED by the Mayor this 28th day of December,

2007.

  
Laurel Lunt Prussing, Mayor

2007-12-13

**Amendment #1 to An Intergovernmental Agreement between the City of Urbana and the County of Champaign Concerning the Funding for the Construction of Windsor Road**

WHEREAS, Champaign County and the City of Urbana have entered into an agreement on January 18<sup>th</sup>, 2008 outlining the responsibilities of each entity in the construction of Windsor Road from High Cross Road to Philo Road; and

WHEREAS, the section of Windsor Road between Philo Road and Boulder Drive has been constructed; and

WHEREAS, the section of Windsor Road between Boulder Drive and High Cross Road has been awarded to the lowest responsible bidder.

NOW, THEREFORE, the City and County agree to amend Section 2 of the Intergovernmental Agreement to read as follows:

**Section 2. Project Funding**

The County share of the of the costs for right-of-way and easement acquisition, utility relocation, construction engineering, and construction (Project Costs) for the project between Boulder Drive and High Cross Road shall be \$715,661.56 plus 50% of the local match for this project. The City share of the local match shall be 50% of the local match for this project minus \$715,661.56. Total local match is estimated at approximately \$2,500,000.

IN WITNESS WHEREOF, The parties have executed this Amendment.

**City of Urbana, Illinois**

By: Laurel Prussing

Mayor

Attest: Theresa M. Clark

City Clerk

Approved As To Form: Theresa M. Clark

Edward R. O'Malley, Jr.

City Attorney

**County of Champaign**

By: C. Rush

County Board Chair

Attest: Mike Stahl

County Clerk

Approved As To Form: John W. [Signature]

Senior Assistant States Attorney

Date of City Approval 7/13/09

Date of County Approval 6/18/09

**FILED**

JAN 23 2008

**An Intergovernmental Agreement between the City of Urbana and the County of Clark  
Champaign Concerning the Funding for the Construction of 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 18<sup>th</sup> day of January, 2007<sup>8</sup> 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 construct Windsor Road from High Cross Road (IL 130) to Philo Road, based upon the design prepared by the City of Urbana; and

WHEREAS, the parties find it to be most cost effective to share in the costs as provided in this Agreement.

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

**Section 1.**      **Commencement of Work**

The City and County agree that construction shall commence by June 1, 2009 and complete work by December 31, 2010.

**Section 2.**      **Project Funding**

The City and County agree to each pay 50% of the costs for right-of-way and easement acquisition, utility relocation, construction engineering, and construction (Project Costs) on the amount which represents the local match for this project.

**Section 3.**      **Invoices & Payments**

The City will be responsible for the Project and shall invoice the County for the County's share of the Projects costs. The County shall pay invoices within thirty {30}

days of receipt. The City shall provide appropriate documentation to the County which allow for reimbursement from County Motor Fuel Tax Funds.

**Section 4.**     **Further Actions**

The City and the County hereby agree to take any 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 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 the is 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.**     **Termination**

The parties agree that, if the design per Attachment 1 has not begun December 31, 2008, this Agreement shall terminate without further action by the parties.

**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:**  
**City of Urbana**  
**400 South Vine Street**  
**Urbana, IL 61801**

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

**COUNTY:**  
**County Board Chair**  
**County of Champaign**  
**1776 East Washington Street**  
**Urbana, IL 61802**

**County Engineer**  
**County of Champaign**  
**1776 East Washington Street**  
**Urbana, IL 61802**

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF URBANA, ILLINOIS

COUNTY OF CHAMPAIGN

By:

Mayor

By:

County Board Chair

Attest:

City Clerk

Attest:

County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Senior Assistant State's Attorney

Date:

9/18/2008

Date:

11/9/08

Date of City Council Approval:

Date:

12/17/2007

**ATTACHMENT 1**  
**CITY OF URBANA**  
**WINDSOR ROAD IMPROVEMENTS**  
**PHILO ROAD TO HIGH CROSS ROAD**

**A. FINAL PLANS, TECHNICAL SPECIAL PROVISIONS, ESTIMATES, CONTRACT DOCUMENTS**

The City shall:

1. Prepare schedules and summary of quantities and incorporate into construction plans.
2. Finalize construction plans and technical special provisions incorporating County and IDOT Preliminary Plan review comments.
3. Prepare construction cost estimate and contract documents.
4. Revise any necessary right-of-way or easement documents - prepare any documents not done with Preliminary plans. Deeds or easements from affected property owners will be procured by City Staff.
5. Document all matters relating to Final Plans, Technical Special Provisions, Estimates, Contract Documents.

**B. BIDDING**

The City shall:

1. Schedule bid opening with IDOT-BLR for a state let project. IDOT will handle advertisements, pre-bid conference, distribute plans and contract documents, issue addenda, verify IDOT prequalification and award contract to lowest bidder.

**C. CONSTRUCTION**

The City shall:

1. Conduct preconstruction meeting with IDOT and the selected Contractor and subcontractors, utilities and staff from City and County engineering departments.
2. Establish and coordinate quality assurance/quality control procedures for construction.

3. Provide City assigned full-time Resident Engineer for construction inspection which shall be supplemented by County assigned construction inspection during the construction period. Provide for material testing to assure quality control on all materials.

4. Review shop drawings.

5. Review Contractor's request for payment (or prepare Engineers' Pay Estimate) on last day of the month and submit to State for approval.

6. Conduct final project inspections and observations.

7. Prepare record drawings at completion of construction.

8. Prepare necessary Change Orders.