

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF CHAMPAIGN, AND SOMER TOWNSHIP
CONCERNING THE FUNDING FOR THE ENGINEERING AND
CONSTRUCTION OF THE REPLACEMENT OF BRIDGE
STRUCTURE #010-3168 ON LINCOLN AVENUE**

(Near Wilbur 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, And Somer Township concerning the funding for the engineering and construction of the replacement of bridge structure #010-3168 on Lincoln Avenue (near Wilbur 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:



Blair D. Clark
Blair D. Clark, City Clerk

APPROVED by the Mayor this 28th day of December,

2007.

Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

FILED

JAN 25 2008

Phyllis D. Clark
City Clerk

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF URBANA, THE COUNTY OF CHAMPAIGN, AND
SOMER TOWNSHIP CONCERNING THE FUNDING
FOR THE ENGINEERING AND CONSTRUCTION
OF THE REPLACEMENT OF BRIDGE STRUCTURE #010-3168 ON LINCOLN
AVENUE (NEAR WILBUR ROAD)

This Agreement is entered into between the City of Urbana, Illinois, a municipal corporation (hereinafter referred to as "City"), the County of Champaign, a body politic (hereinafter referred to as "County"), and Somer Township (hereinafter referred to as "Township"), on this 25th day of JANUARY, 2007, in consideration of the following terms: 2008

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes the City, the County, and the Township 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, 5-106, 5-408, 5-410, 5-410.7, 7-101, and 9-101 all provide statutory authority for the City, the County and the Township 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 local highway transportation system rests with the City, the County, the Township and the State; and

WHEREAS, the City, the County, and the Township find it to be in the best interest of the public to provide for the engineering and construction of the replacement of bridge Structure #010-3168 on Lincoln Avenue, based upon the design plans obtained by the mutual agreement of the City, the County and the Township upon which the said engineering and construction will be based; and

WHEREAS, the City, the County and the Township have reached an agreement as to the funding of the engineering and construction of the replacement of bridge Structure #010-3168.

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

1. Engineer Selection. The City, County and the Township shall select and contract with a design engineer to prepare the necessary plans to construct the replacement of bridge structure #010-3168 on Lincoln Avenue. The contract shall provide that the engineer shall consult with all parties to an equal extent with regard to the content of the scope of the work and the approval of the final work product.

2. Commencement of Work. The City, the County and the Township agree to reasonably cooperate to allow the engineer selected to commence work by December 1, 2007 and complete work within eighteen (18) months.

3. Project Funding.

A. Preliminary engineering and engineering design fees and expense shall be equally divided between the City and the Township. Cost for utility adjustment and easement and right-of-way acquisition shall be equally divided between the City and the Township. Contingent upon the County receiving 80% Federal Bridge Repair and Replacement Program funding, the City and the Township shall equally divide the local cost share for construction (estimated to be 20% of the total cost). If said 80% federally funding is not received, the parties shall meet and develop a revised agreement mutually acceptable to all parties.

B. Construction engineering shall be performed by County personnel. County will not bill City and Township for the cost of construction engineering, which said cost shall be County's contribution to the Project.

4. Invoices and Payments. The County will be responsible for the Project and will invoice the City and Township for their share of the Project costs. The City and Township shall pay invoices within 30 days of receipt.

5. Jurisdictional Transfer . The City agrees to take jurisdiction of the new bridge structure and the adjoining roadway between the City corporate limits after completion of this project.

6. Further Actions. The City, the County and the Township 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 pass-through of federal funds, and any and all other undertakings set forth in this Agreement. The Chair of the County Board, the Mayor of the City, and the Township Road Commission of the Township, are authorized by the approval of this Agreement by the respective governing bodies of the County, the City, and the Township to execute any such documents necessary to carry out the terms of this Agreement.

7. Effective Date of the Agreement. This Agreement shall be effective on the date of the last of the County Board, the City Council, or the Township to approve this Agreement.

8. Termination. Pursuant to Section 1, the parties agree that if the engineer has not commenced their work by March 1, 2008 this Agreement shall terminate without further action by the parties.

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

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

TOWNSHIP:

Rick Wolken, Township Highway Commissioner
Township of Somer
2294 CR 1600 E
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

IN WITNESS WHEREOF, the parties execute this Agreement.

CITY OF URBANA, ILLINOIS

COUNTY OF CHAMPAIGN

BY: *Paul J. Quinn*

Mayor

BY: *C. Lusk*

County Board Chair

ATTEST: *Robert D. Clark*

City Clerk

ATTEST: *Muk Stelch*

County Clerk

Approved by: *Howard D. O'Neal, Jr.*

City Attorney

Approved by: *James M. ...*

Senior Assistant State's Attorney

Date of City Council Approval: 12/17/2007

Date of County Board Approval: 12/18/07

TOWNSHIP OF SOMER

BY: *Rick Walke*

TOWNSHIP ROAD COMMISSIONER

DATE: 1-25-08

DATE
AGREEMENT
SIGNED } 01/18/2008