



MEMORANDUM

TO: Mayor Diane Wolfe Marlin and Members of the City Council
FROM: William R. Gray, P.E., Public Works Director
DATE: January 18, 2018
RE: Local Agency Agreement for Jurisdictional Transfer
(Lincoln Avenue between Centennial Farm Road and Olympian Drive)

Introduction

In 2011, Champaign County and the City of Urbana jointly entered into an intergovernmental agreement (see attached) to construct Lincoln Avenue between Saline Drive and Olympian Drive. This construction was recently completed in 2017 and all final “punch list” items are expected to be completed this spring.

Per Paragraph 7 in the intergovernmental agreement, the city committed to accepting jurisdiction of Lincoln Avenue between Centennial Farm Road and Olympian Drive. See the attached jurisdictional transfer agreement and location map. A condition before accepting this jurisdiction was the rebuilding of this stretch of the Lincoln Avenue roadway that is currently under Somer Township jurisdiction. Staff recommends fulfilling this agreement and accepting this roadway jurisdiction.

Fiscal Impact

With the completion of the roadway pavement, the city should not expect any repair costs for years to come. Annual street sweeping, snow plowing, mowing, and street striping maintenance costs will be incurred.

Recommendation

It is recommended that an Ordinance Authorizing the Jurisdictional Transfer of a Certain Highway from Somer Township to the City of Urbana (A Portion of Lincoln Avenue from Centennial Farm Road to Olympian Road) be approved.

AN INTERGOVERNMENTAL AGREEMENT
FOR THE DESIGN, LAND ACQUISITION AND CONSTRUCTION OF LINCOLN AVENUE
BETWEEN THE CITY OF URBANA AND
THE COUNTY OF CHAMPAIGN

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the City of Urbana, a municipal corporation (“Urbana”); and the County of Champaign, Illinois (“County”) (“Parties”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes Urbana 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, 5-408, 5-410, 5-410.1, 7-101 and 9-101 all provide the statutory authority for Urbana and the County to enter into this cooperative agreement with respect to the jurisdiction and maintenance of roads and streets; and

WHEREAS, the responsibility to provide for a highway system rests with Urbana, the County, and the State; and

WHEREAS, Urbana and the County desire to perform this function as efficiently and effectively as possible thereby reducing costs to local taxpayers; and

WHEREAS, Lincoln Avenue between Saline Court and Olympian Drive will provide a necessary major north-south transportation link between I74 and Olympian Drive; and

WHEREAS, Urbana and the County find it to be in the best interest of the public to design and construct the section of Lincoln Avenue from Saline Court to Olympian Drive along the “purple” corridor as shown on “Exhibit A” of this Agreement and approved by Resolution #7680 of the Champaign County Board on March 17, 2011; and

WHEREAS, CUUATS has programmed \$1,400,000 in Surface Transportation Program Urban (STPU) through the Transportation Improvement Program (TIP) for this section of Lincoln Avenue which is to be used for phase 1 engineering design fees and construction; and

WHEREAS, the total estimated cost for the Lincoln Avenue project is \$3,600,000 of which \$2,200,000 must be generated from sources other than STPU Funds.

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

Paragraph 1. Definitions

- (a) "Jurisdiction" means the authority and responsibility to administer, control, construct, maintain and operate all elements of the area within the right-of-way of a highway. Permanent and temporary construction easements are included in ROW.
- (b) "Maintenance" means the performance of all activities necessary to keep a highway in serviceable condition for vehicular traffic.
- (c) "Right-of-way" or "ROW" means the land or interest therein acquired for or devoted to a highway. Permanent easements and temporary construction easements are included in ROW.
- (d) "Highway" means any public way for vehicular travel, which has been laid out in pursuance of any law of this State. The term "highway" includes rights-of-way, curbs, sidewalks, bikeways, sidepaths, bridges, drainage structures, channels and detention basins, signs, traffic signals, guards rails, protective structures and all other structures and appurtenances necessary or convenient for vehicular, bicycle, or pedestrian traffic. The term "highway" also includes any context sensitive design measures necessary for the said project which may include trees, noise barriers, earth berms, etc.
- (e) "Direct expenses" include costs for appraisers, ROW agents, attorneys, and other direct expenses necessary for the completion of the project.

- (f) "Engineer" is a Professional Engineer appointed by the lead agency for a project. The duties of the Engineer are described in the IDOT Design Manual.
- (g) "Change Order" is an alteration of the contract work from that awarded under the competitive bidding process which is reviewed and supported by the IDOT Regional Engineer.

Paragraph 2. Projects

"Project X" is defined as all work required to complete Lincoln Avenue from Saline Court to Olympian Drive.

Paragraph 3. Lead Agency

Urbana shall be the lead agency for Project X.

Paragraph 4. Engineering and Other Services

- (a) Consulting Engineer. The parties intend to negotiate a contract with Hanson Professional Services Inc. (Engineer) to complete the location study update and project design report for Project X and prepare plans, specifications, and estimates (PS&E) for Project X. Urbana is the lead agency that will contract with the Engineer for Project X. Prior to entering into such contracts, Urbana shall obtain prior written approval from the County Engineer for the scope of the work to be performed by the Engineer and the terms of the contract for Project X. The lead agency shall also obtain written authorization from the County Engineer should the lead agency determine that it is necessary for any reason to increase the cost of the contracts, provided the increases do not exceed the total approved project budget.
- (b) Other Professional Services. The lead agency shall select and negotiate with other professionals or for other professional services as necessary for the completion of the

projects, including, but not limited to, title companies, real estate appraisals, right-of-way agents, soils and material testing services and other professional services associated with administering, managing, applying for grants, engineering and acquiring rights-of-way for the projects. Prior to entering into any contract for necessary professional services, the lead agency shall provide a good faith estimate of the cost and a description of such services to the County Engineer and obtain written approval before contracting with any of said professionals. The lead agency shall also obtain written authorization from the County Engineer should the lead agency determine that it is necessary for any reason to increase the cost of the contracts for any of said professionals, provided the increases do not exceed the total approved project budget.

Paragraph 5: Right of Way Acquisition

The City of Urbana shall be the lead agency for any necessary right of way acquisition and shall use the powers given in Paragraph 4(b) to hire professionals to perform legal work in reference to such right of way acquisition. The County Engineer shall be the lead negotiator during right of way acquisition. Since the relevant property to be acquired lies outside the corporate boundaries of Urbana, the County shall pass legally sufficient resolutions for acquisition of property needed for right of way by eminent domain if needed.

Paragraph 6: Construction

During construction Urbana shall provide the lead Resident Engineer to oversee the project and the County shall provide a maximum of 2 engineers on the job to perform construction inspection duties. Costs incurred by either Champaign County or Urbana to oversee construction shall not be included as part of the local cost share.

Paragraph 7: Jurisdiction

- (a) Upon completion of the project Urbana shall assume jurisdiction and maintenance of the re-aligned Lincoln Avenue.
- (b) As provided by statute, the City and the County shall exercise reasonable efforts to submit such documentation to the Illinois Department of Transportation so as to secure approval by IDOT of the transfer of the re-aligned Lincoln Avenue. Such submissions shall be in accordance with IDOT's jurisdictional transfer guidelines.
- (c) Until the roadway is annexed to the City, the jurisdictional transfer shall not affect a transfer of the provision of police and fire services for this highway.

Paragraph 8. Timing

Urbana and the County agree to take all necessary steps to implement the project and perform those activities set forth in this Agreement. It is the intent of the parties to complete Phase 1 engineering work in 2012, acquire the land by December 2013, and complete Phase 2 engineering work in 2014. Construction is intended to begin in 2015.

Paragraph 9. Maps

Attached hereto as Exhibit A is a map of the “purple” alignment, approved by Resolution #7680 of the Champaign County Board on March 17, 2011, which the parties agree is the alignment of the section of highway subject to the provisions of this Agreement.

Paragraph 10. Funding

The parties agree that the total estimated cost for this project is \$3,600,000 of which \$1,400,000 shall be funded with STPU Funds through CUUATS. The \$2,200,000 balance of funds needed to meet the estimated cost shall be divided equally between Urbana and the County. Therefore, projected local funding expenditures are currently set at \$1,100,000 for Urbana and the County

individually. Any decrease in local costs for the project shall be divided equally between Urbana and the County. Any need for additional funding from Urbana and the County will require an amendment to this Agreement.

Paragraph 11. Other Moneys or Grants

Any other grant or reimbursement funds for design, land acquisition, or construction, including, but not limited to, funds received for the project from the Illinois Department of Transportation, state or federal government, developers, or other parties or agencies, will be used to lower the project cost shares of the parties to this Agreement.

Paragraph 12. Invoices.

A local agency agreement with the lead agency and IDOT is required for this project. All local costs for professional services, right of way acquisition and construction shall initially be paid by Urbana. Urbana shall invoice the County for their share of the local costs. The County shall pay invoices which comply with this agreement within 60 days.

Paragraph 13. Effective Date of Agreement

The Agreement shall be effective, as between Urbana and the County, when approved by all of the parties hereto, on the date approved by the last party to approve it.

Paragraph 14. Termination

If the Engineer has not commenced performing their professional services by January 1, 2012, any party may declare its intent to withdraw from this agreement within ninety (90) days by submitting written notice. Upon receipt of such written notice and prior to the expiration of ninety (90) days, the parties shall meet to identify and, to the best of their ability, resolve the cause for delay or develop a plan for resolution to allow the project to continue. If the cause for delay is within the control of the parties and is not resolved or a plan for resolution is not

accepted by all parties within ninety (90) days of the written notice of intent to withdraw from this agreement, all benefits and obligations contained herein shall be null and void as to the declaring party after the ninety (90) days has elapsed.

Paragraph 15. Amendment

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

Paragraph 16. Notices

Notice with respect to any matter contained herein shall be sent first class and mailed to:

URBANA:
Mayor
City of Urbana
400 S. Vine St.
Urbana, IL 61801

COUNTY:
County Board Chair
County of Champaign
1776 E. Washington
Urbana, IL 61802

City Engineer
City of Urbana
706 S. Glover Ave.
Urbana, IL 61802

County Engineer
County of Champaign
1605 E. Main St.
Urbana, IL 61802

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF URBANA

COUNTY OF CHAMPAIGN

By: *James Hunt*
Mayor

By: *C. Paul White*
Chair

Date: 6/9/11

Date: 5/19/2011

Attest: *Shylla D. Clark*
City Clerk

Attest: *Donny Hult*
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: *[Signature]*
City Attorney

By: *[Signature]*
Its Attorney

6/6/2011
City Council Approval Date

5/19/2011
County Board Approval Date

W Olympian Dr



1 inch = 200 feet

Legend

■ ■ ■ ■ Proposed Jurisdictional Transfer

N Lincoln Ave

Centennial Farm Rd

Proposed North Lincoln Avenue
Jurisdictional Transfer

City of Urbana
Public Works Department
Engineering Division

Date: 12/20/2017 Drawn by: BWF





Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality: <u>City of Urbana</u>
Township/Road District: <u>Somer</u>	Township/Road District:
County:	County:

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Lincoln Avenue Route 7177 Length 1711' or .32 miles
Termini Centerline of Centennial Farm Road to centerline of Olympian Drive
in its entirety.

This transfer does does not include Structure No. n/a

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval 30 calendar days after 2/5/18

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement _____
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Rick Wolken

Name Diane Wolfe Marlin

Title Township Road Commissioner
Chairman County Board/Mayor/Village President/etc.

Title Mayor
Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature _____

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date

ORDINANCE NO. 2018-01-002

AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER OF A CERTAIN HIGHWAY FROM SOMER TOWNSHIP TO THE CITY OF URBANA

(A Portion of Lincoln Avenue from Centennial Farm Road to Olympian Drive)

WHEREAS, Section 7-101 of the Illinois Highway Code (605 ILCS 5/7-101) authorizes a municipality to make changes to its municipal street system; and

WHEREAS, Section 4-409 of the Illinois Highway Code (605 ILCS 5/4-409) authorizes any local highway authority, with the approval of the Illinois Department of Transportation (“IDOT”), to enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering, or improvement of any highway or portion thereof; and

WHEREAS, Somer Township has jurisdiction over a certain portion of North Lincoln Avenue, extending from the centerline of Centennial Farm Road north approximately 1,711 feet to the centerline of West Olympian Drive, and desires to transfer jurisdiction thereof to the City of Urbana (“City”); and

WHEREAS, the City is willing to accept jurisdiction over the said portion of North Lincoln Avenue; and

WHEREAS, Somer Township, IDOT, and the City must execute a Local Agency Agreement for Jurisdictional Transfer before the transfer of the aforementioned portion of North Lincoln Avenue from the Somer Township street system to the City’s street system can occur; and

WHEREAS, Somer Township, IDOT, and the City desire to enter into such Local Agency Agreement for Jurisdictional Transfer as herein provided; and

WHEREAS, the City Council, after due consideration, finds that accepting jurisdiction over North Lincoln Avenue from the centerline of Centennial Farm Road north approximately 1,711 feet

to the centerline of West Olympian Drive is in the best interests of the residents of the City and is desirable for the welfare of the City's government and affairs.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois as follows:

Section 1.

A Local Agency Agreement for Jurisdictional Transfer between Somer Township, the Illinois Department of Transportation, and the City of Urbana, Illinois, 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.

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 hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

The portion of North Lincoln Avenue extending from the centerline of Centennial Farm Road north approximately 1,711 feet to the centerline of West Olympian Drive is hereby accepted, and jurisdiction is hereby transferred to the City of Urbana, Illinois, to be part of, and incorporated into, the City of Urbana's municipal street system, effective March 7, 2018.

Section 4.

This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5.

Upon approval of this Ordinance, the City Clerk is directed to transmit one certified copy to Kensil A. Garnett, P.E., Deputy Director of Highways, Region 3 Engineer, Illinois Department of Transportation, 13473 IL Hwy 133, PO Box 610, Paris, IL 61944-6731; and one certified copy to Rick Wolken, Somer Township Highway Commissioner, 2294 County Road 1600 E Urbana, IL 61802-9724.

Section 6.

This Ordinance shall be in full force and effect from and after its passage.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this ___ day of _____, 2018.

AYES:

NAYS:

ABSTENTIONS:

Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this ___ day of _____, 2018.

Diane Wolfe Marlin, Mayor