

**An Intergovernmental Agreement  
Between the City of Urbana and the County  
of Champaign Concerning the Funding for Construction  
of Part of North Lincoln Avenue**

This Agreement is entered into between the City of Urbana, Illinois ("City") and the County of Champaign, Illinois ("County"), on this day of \_\_\_\_\_, 2000, 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 ILES 5/11-91.2-1 and 605 ILCS 5/5-102, 5-105, 5-106, 5-408, 5410, 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 County desire to perform this function as efficiently and effectively as possible thereby reducing costs to taxpayers; and

WHEREAS, the City recognizes its responsibility to maintain the infrastructure in the territory which it annexes; and

WHEREAS, University Construction, a division of MACC of Illinois, Inc., (hereinafter, "University Construction") has entered into a Development Agreement with the City to construct 1800 feet of Lincoln Avenue, including a bridge over the Saline Branch Drainage Ditch; and

WHEREAS, the Development Agreement between University Construction and the City provides that University Construction will pay for seven hundred fifty thousand dollars (\$750,000) of the estimated one million one hundred thousand dollars (\$ 1, 100,000) total cost of construction; and

WHEREAS, the Development Agreement between University Construction and the City is contingent upon the City and the County entering a separate agreement wherein each agrees to pay for half of the cost of construction exceeding the \$750,000 to be contributed by University Construction; and

WHEREAS, the maximum contribution required of the City and the County is two hundred thousand dollars (\$200,000) each.

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

Section 1. Definition,

"Project" means design engineering, construction engineering, utility relocation, right-of-way acquisition and construction required to complete a two-lane roadway on North Lincoln Avenue, starting at Station 8+100, ending at Station 8+650 (550 meters in length), and including required bridge access across the Saline Branch Drainage Ditch, in accordance with the Development Agreement between University Construction and the City of Urbana governing said construction, dated \_\_\_\_\_, 2000.

.Section 2. Project Funding.

The estimated total cost of the Project is \$1,100,000. University Construction has agreed to contribute \$750,000 towards that cost as set forth in the Development Agreement. The City and the County agree to split equally the cost of the Project that exceeds the \$750,000. The City and the County will not be required to contribute more than \$200,000 each toward the Project cost.

.Section 3. Invoices and Payments.

Per the Development Agreement, University Construction will be responsible for the Project and shall invoice the City for both the City's and County's share of the Project costs. The City shall in turn invoice the County in accordance with cost shares and payment limits described Section 2. 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 4. 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 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. Condition Precedent.

This Agreement shall only be effective if the City and University Construction approve and execute the Development Agreement and if the Development Agreement provides that University Construction will pay \$750,000 of the total cost of the Project. If University Construction and the City do not execute such an agreement prior to the execution of this Agreement, this Agreement shall be null and void.

Section 7. Termination.

The parties agree that if the Project has not begun by June 30, 2003, this Agreement shall terminate without further action by the parties.

.Section 8. Amendment.

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

.Section 9. 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

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

Section 10. Time is of the Essence.

Time is of the essence in this Agreement.

COUNTY:

County Board Chair  
County of Champaign  
1776 East Washington Street  
Urbana, Illinois 61802

County Engineer  
County of Champaign  
1905 East Main Street  
Urbana, Illinois 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  
Date of City Council approval:  
Date:

State's Attorney  
Date of County Board Approval:  
Date-