



MEMORANDUM

TO: Mayor Laurel Lunt Prussing and Members of the City Council
FROM: William R. Gray, Public Works Director
DATE: April 7, 2011
RE: Amended Olympian Drive Intergovernmental Agreement
Lincoln Avenue Intergovernmental Agreement

Introduction

On March 17, 2011 the Champaign County Board, after many meetings with area residents, business owners, elected officials and public officials, passed three resolutions:

- Adoption of Resolution No. 7662 Supporting Olympian Drive “Project A”
- Adoption of Resolution No. 7663 Supporting the Re-Alignment of Lincoln Avenue
- Adoption of Resolution No. 7680 of for the Purple Alignment of Lincoln Avenue

By virtue of this action the County Board has set in motion support financially and in scope for both subject projects. The County Board supports completion of the intergovernmental agreements that will address the design, land acquisition, construction and maintenance for these projects.

The project scope for Olympian Drive is divided into two parts – Project A and Project C. See the Olympian Drive Exhibit A. Project A estimated to cost \$15,000,000 includes the completion of a two lane highway beginning at its current terminus at Apollo Drive and ending at Lincoln Avenue. Included with this Project A is a bridge over the Canadian National railroad. Project C estimated to cost \$1,500,000 includes a two lane highway beginning west of Champion Avenue and ending at Duncan Road. Completion of Olympian Drive between Lincoln Avenue and Cunningham Avenue (US 45) will be pursued at a later time.

Olympian Drive Amended Intergovernmental Agreement

Attached please find an Amended Intergovernmental Agreement (IGA) for the Design, Construction, and Maintenance of Olympian Drive between the City of Champaign, the City of Urbana, and the County of Champaign. This agreement amends an earlier IGA the city council passed on April 23, 2010 which basically stipulated that Urbana would be the lead agency and that the parties agreed to use the Illinois Jobs Now funds (\$5,000,000) for the engineering design and public engagement purposes only. In addition to this, the amended agreement also spells out proceeding with land acquisition, construction, and identifies future maintenance of Olympian Drive at both sections (Project A and Project C). The \$16,500,000 funding for this two lane roadway project is coming from \$5,000,000 from the Illinois Jobs Now, Capital Bill; \$9,000,000 from the Illinois Commerce Commission Grade Crossing

Protection Fund; and \$2,500,000 from the federal Surface Transportation Program. There are no local share contributions anticipated. If local funding is required, this IGA will need to be amended again.

Lincoln Avenue Intergovernmental Agreement

Also attached please find an Intergovernmental Agreement for the Design, Land Acquisition, and Construction of Lincoln Avenue between the City of Urbana and the County of Champaign. There has been much discussion on the proposed two lane route or alignment for north Lincoln Avenue between Saline Court and Olympian Drive. Finally, a solution has evolved and is referred to as the “purple” alignment. This alignment was carefully chosen to reduce the number of property owners impacted by land acquisition for right-of-way, satisfy the purpose and need of the roadway access and transportation needs of the area, avoid relocation of homes, minimize floodplain and cultural resource areas and be mindful of area drainage. The preliminary estimate of cost for this approximately one mile project is \$3,600,000. The funding for this project will come from the federal Surface Transportation Program in the amount of \$1,400,000. The balance of \$2,200,000 will be split equally between the county and city. This IGA also defines the role the city and county will have in land acquisition, construction and future maintenance.

Fiscal Impact

Outside of staff time to manage the Olympian Drive project there is no direct cost to the city for this project.

The city’s estimated local share of the Lincoln Avenue project is \$1,100,000. The first effort for this project is in Fiscal Year 11/12 to produce an amended project design report estimated to cost \$120,000. The city’s share of this report cost is \$30,000 (which is included in the \$1,100,000) and will come from the Capital Replacement and Improvement Fund.

Recommendation

It is recommended that a Resolution Amending an Intergovernmental Agreement with the City of Champaign and the County of Champaign for the Design of Olympian Drive and a Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement with the County of Champaign for the Design and Construction of North Lincoln Avenue be approved.

RESOLUTION NO. 2011-04-011R

A RESOLUTION AMENDING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHAMPAIGN AND THE COUNTY OF CHAMPAIGN FOR THE DESIGN OF OLYMPIAN DRIVE

WHEREAS, the parties hereto did, on the 23rd day of April, 2010, pursuant to Resolution 2010-03-007R, enter into an agreement to design portions of an important right-of-way transportation link across the north side of the community, commonly known as Olympian Drive; and

WHEREAS, although the design work, as provided for therein, has progressed, the parties have since decided to revise certain portions of the said agreement as provided therein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the amendments to the prior agreement as reflected in the attached agreement entitled: "Amended Intergovernmental Agreement for the Design, Construction, and Maintenance of Olympian Drive Between the City of Champaign, The City of Urbana, and the County of Champaign," are hereby approved and the Mayor is authorized to execute the same.

PASSED by the City Council this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2011.

Laurel Lunt Prussing, Mayor

AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE
OF OLYMPIAN DRIVE BETWEEN
THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND
THE COUNTY OF CHAMPAIGN

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

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes Champaign, 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 statutory authority for Champaign, 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 Champaign, Urbana, the County, and the State; and

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

WHEREAS, Olympian Drive between Cunningham Avenue (US 45) and Duncan Road will provide a necessary major east-west transportation link across the north side of the community; and

WHEREAS, Champaign, Urbana, and the County find it to be in the best interest of the public to design and construct the section of Olympian Drive from Apollo Drive to Lincoln

Avenue according to the location study and project design report that was completed for this road and approved by the Illinois Department of Transportation in 1997; and

WHEREAS, Champaign, Urbana, and the County find it to be in the best interest of the public to design and construct the section of Olympian Drive from Champion Avenue to Duncan Road; and

WHEREAS, Champaign, Urbana, and the County have received \$5,000,000 from the State of Illinois Capital Bill specifically for the Olympian Drive Improvements which requires no local match and is to be used for engineering design fees, land acquisition, construction, and expenses.

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

Paragraph 1. Definitions.

- (a) “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.
- (b) “Direct expenses” include costs for appraisers, ROW agents, attorneys, and other direct expenses necessary for the completion of the project.
- (c) “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.
- (d) “Maintenance” means the performance of all activities necessary to keep a highway in serviceable condition for vehicular traffic.

Paragraph 2. Projects. “Project A” is defined as all work required to complete Olympian Drive from Apollo Drive to Lincoln Avenue. “Project C” is defined as all work required to complete Olympian Drive from 1400’ west of Champion Avenue to Duncan Road.

Paragraph 3. Lead Agency. Urbana shall be the lead agency for Projects A and C.

Paragraph 4. Project Description. Project A will include design engineering, acquisition of all rights-of-way, construction engineering, excavation, embankment work, utility relocations, bridges, sidepaths, drainage structures and facilities, installation of signs, traffic signals, and paving for two lanes of Olympian Drive.

Project C, will include a project development report, design engineering, acquisition of all rights-of-way, construction engineering, excavation, embankment work, utility relocation, sidepaths, installation of signs, drainage structures and facilities and paving for two lanes of Olympian Drive.

Paragraph 5. Engineering and Other Services.

- (a) **Consulting Engineer.** A Qualifications Based Selection process was used to select the consulting engineer, Hanson Professional Services Inc. (Engineer), to complete the location study update and project design report for Projects A and C. The parties intend to have the same Engineer prepare plans, specifications, and estimates (PS&E) for Projects A and C. Urbana is the lead agency that will contract with the Engineer for Projects A and C. Prior to entering into such contracts, Urbana shall obtain prior written approval from the other parties for the scope of the work to be performed by the Engineer and the terms of the contract for Projects A and C. If any change orders are required with the Engineer for Projects A and C, Urbana shall receive prior written approval from the other parties before approving any change order.

- (b) Other Professional Services. The lead agency shall select and enter into contracts 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 other parties and obtain their written approval before contracting with any of the said professionals. The lead agency shall not be authorized to enter into a contract with any of the said professionals unless the cost has been previously agreed upon by the other parties in writing. The lead agency shall also obtain written authorization from the other parties should the lead agency determine that it is necessary for any reason to increase the cost of the contracts for any of the said professionals.

Paragraph 6: Right of Way Acquisition

Since Projects A and C lie outside of the corporate boundaries of the City of Urbana and the City of Champaign, the County shall be the lead agency in the acquisition of rights-of-way. The County shall follow the Illinois Department of Transportation Land Acquisition Policy and Procedure Manual when acquiring the rights-of-way.

Paragraph 7. Implementation.

- (a) Timing. Champaign, Urbana, and the County agree to take all necessary steps to implement the projects and perform those activities set forth in this Agreement. It is the intent of the parties to complete the engineering design work for Projects A and C in

2012. Land acquisition will commence as soon as practical with the preparation of right-of-way plat documents performed during the design phase. Project A and C construction timing will be determined on the acquisition of right-of-way and easements and on the availability of Illinois Commerce Commission funding.

- (b) Champaign Budgeting; Urbana Budgeting; County Appropriations. For this Agreement there is no financial commitment or share by Champaign, Urbana, or the County.

Paragraph 8. Further Actions.

- (a) Champaign, Urbana, and the County hereby agree to take any official action necessary to accomplish any of the undertakings set forth in this agreement, including the passage of legally sufficient resolutions or ordinances, and any and all other undertakings set forth in this Agreement (including, if necessary, eminent domain for right-of-way acquisition).
The Mayor and City Manager of Champaign, the Mayor and City Engineer of Urbana, and the Champaign County Board Chair and County Engineer are hereby authorized by the approval of this Agreement by the respective governing bodies of Champaign, Urbana, and the County to execute any such documents necessary to carry out the terms of this Agreement.
- (b) Time is of the essence of this Agreement.

Paragraph 9 . Maps. Attached hereto as Exhibit A is a map of which the parties agree is the section of highway subject to the provisions of this Agreement. The limits of Projects A and C are also identified.

Paragraph 10. Cooperation. Champaign, Urbana, and the County agree to reasonably continue to cooperate with the Engineer selected that has already commenced work on Project A and C since June 30, 2010.

Paragraph 11. Funding. The parties have received \$5,000,000 in funding from the Illinois Jobs Now, Capital Bill that requires no local match. The parties further agree that these funds shall be used for engineering services, right-of-way acquisition, and construction for Projects A and C. Furthermore, the Illinois Commerce Commission has programmed funding in the amount of \$9,000,000 to be used toward the construction of a bridge over the Canadian National railroad tracks. The balance of funding for the approximately \$16,500,000 Projects A and C cost will come from the federal Surface Transportation Program – Urban (STP-U) funding in the amount of \$2,500,000. If the \$16,500,000 in funding from the Illinois Jobs Now, Capital Bill, the Illinois Commerce Commission, and the STP-U is not sufficient to complete the design, land acquisition, and construction for Projects A and C then the parties shall consider using additional STP-U funding, a local match, or other available funding and amend this Agreement accordingly. In the event a local match is necessary (total cost exceeds \$15,000,000), the parties agree for Project A that each party shall share equally 1/3, 1/3, 1/3 such local match. In the event a local match is necessary (total cost exceeds \$1,500,000) for Project C Champaign and the County shall share equally 1/2, 1/2 such local share.

Paragraph 12. Invoices. A local agency agreement with the lead agency and IDOT is required for Projects A and C for the use of Illinois Jobs Now funds. The lead agency shall make direct payment to the Engineer. The lead agency shall seek immediate reimbursement from IDOT. The lead agency will also enter into necessary agreements for Illinois Commerce Commission and STP-U funding also.

Paragraph 13. Effective Date of Agreement. The Agreement shall be effective, as between Champaign, 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. Maintenance. Once Project A and C are completed the following understanding for maintenance of these projects is as follows:

Project A between Apollo Drive and the centerline of the Canadian National railroad bridge shall be the responsibility of Champaign.

Project A between Lincoln Avenue and the centerline of the Canadian National railroad bridge shall be the responsibility of Urbana.

Project C shall be the responsibility of Champaign.

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:

CHAMPAIGN:
City Manager
City of Champaign
102 N. Neil St.
Champaign, IL 61820

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

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

City Engineer
City of Champaign
702 Edgebrook Dr.
Champaign, IL 61820

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 CHAMPAIGN	CITY OF URBANA	COUNTY OF CHAMPAIGN
By: _____	By: _____	By: _____
City Manager	Mayor	Chair
Date: _____	Date: _____	Date: _____
Attest: _____	Attest: _____	Attest: _____
City Clerk	City Clerk	County Clerk

APPROVED AS TO FORM: APPROVED AS TO FORM: APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
City Attorney

By: _____
Its Attorney

City Council Approval Date

City Council Approval Date

County Board Approval Date

Olympian Drive

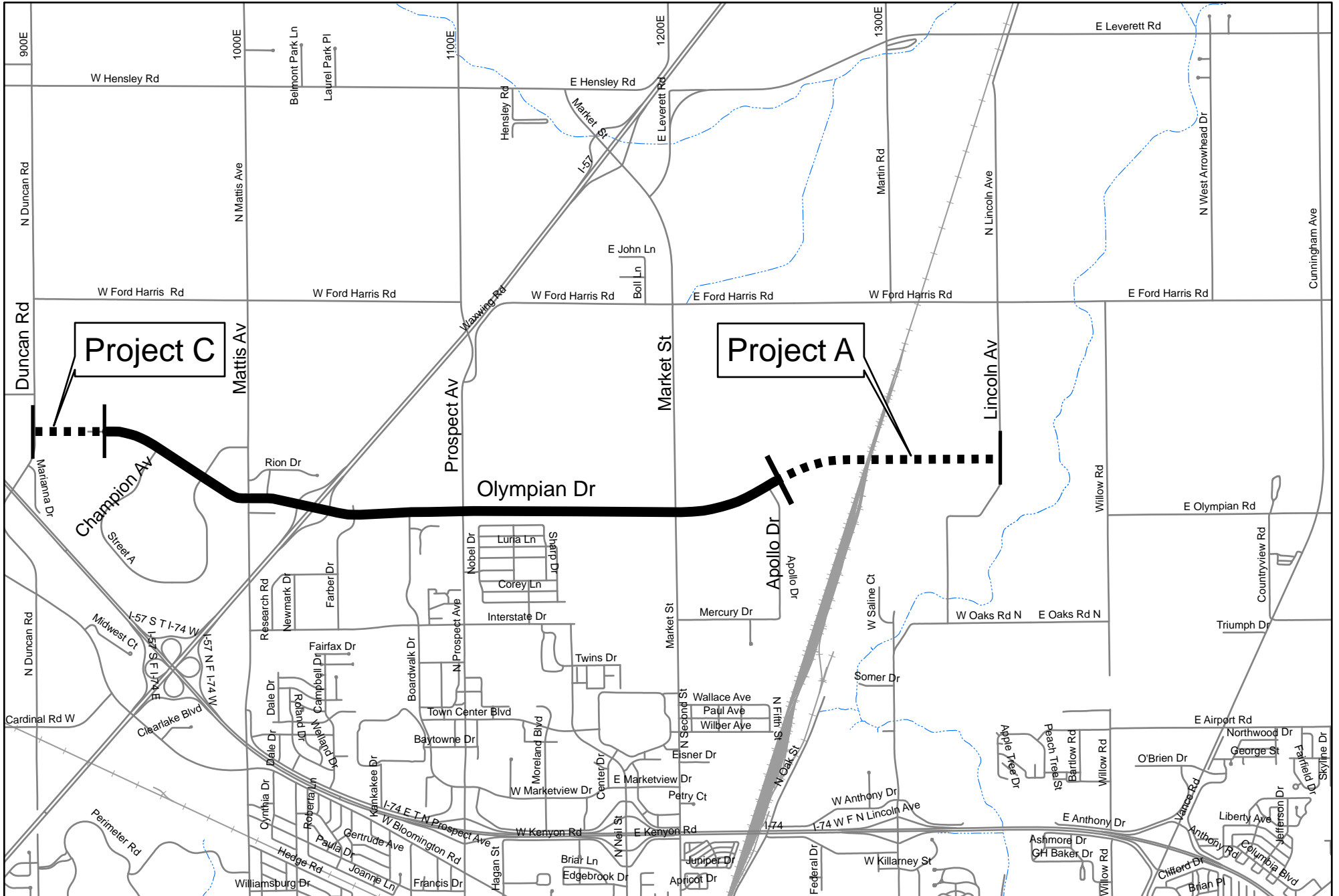


Exhibit A



RESOLUTION NO. 2011-04-010R

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF CHAMPAIGN
FOR THE DESIGN, LAND ACQUISITION AND CONSTRUCTION OF NORTH LINCOLN AVENUE

WHEREAS, the City of Urbana has a population of more than 25,000 and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes Champaign, Urbana, and the County to contract, to perform and to 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 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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the INTERGOVERNMENTAL AGREEMENT FOR THE DESIGN, LAND ACQUISITION AND CONSTRUCTION OF LINCOLN AVENUE BETWEEN THE CITY OF URBANA AND THE COUNTY OF CHAMPAIGN, 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.

Section 3. That the Mayor is authorized to take such actions as are required of the City under the Agreement.

PASSED by the City Council this _____ day of _____,
_____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Laurel Lunt Prussing, Mayor

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”).

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

WHEREAS, CUUATS has programmed \$1,400,000 in Federal Aid Urban Funds (FAU) 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 FAU 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.

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's designated representative for the scope of the work to be performed by the Engineer and the terms of the contract for Project X. Any changes in the scope of work and the terms of the contract for Project X which exceed the costs to be paid by the County as set forth in this Intergovernmental Agreement will require prior approval of the County Board as set forth in Paragraph 11.

Other Professional Services. The lead agency shall select and enter into contracts 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 appraisers, 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's designated representative and obtain the written approval of the County's designated representative before contracting with any of the said professionals. The lead agency shall not be authorized to enter into a contract with any of the said professionals unless the cost has been previously agreed upon by the County's designated representative in writing. The lead agency shall also obtain written authorization from the County's designated representative should the lead agency determine that it is necessary for any reason to increase the cost of the contracts for any of the said professionals. Any changes in the cost of the contracts for any of the said professionals which exceed the costs to be paid by the County as set forth in this Intergovernmental Agreement will require prior approval of the County Board as set forth in Paragraph 10.

Paragraph 5: Right of Way Acquisition

Since this project lies outside of the corporate boundaries of the City of Urbana, the County shall be the lead agency in the acquisition of Right of Way for this project. The County shall follow the Illinois Department of Transportation Land Acquisition Policy and Procedure Manual when acquiring the right of way.

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. The maximum 2 engineers provided by the County shall

be the County's sole obligation during construction and any other personnel costs incurred by Urbana to oversee the project shall not be borne by the County.

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 and Phase 2 engineering work in 2014. Construction is intended to begin in 2015.

Paragraph 9. Further Actions.

- (a) Urbana and the County hereby agree to take any official action necessary to accomplish any of the undertakings set forth in this agreement, including the passage of legally sufficient resolutions or ordinances, appropriation of money, the execution of any and all documents necessary to evidence jurisdictional transfers, and any and all other undertakings set forth in this Agreement. The Mayor and City Engineer of Urbana, and the Champaign County Board Chair and County Engineer, are hereby authorized by the

approval of this Agreement by the respective governing bodies of Urbana and the County to execute any such documents necessary to carry out the terms of this Agreement and to serve as the designated representatives of these governing bodies as defined in this Agreement.

- (b) Time is of the essence of this Agreement.

Paragraph 10. Maps.

Attached hereto as Exhibit A is a map of the “purple” alignment which the parties agree is the alignment of the section of highway subject to the provisions of this Agreement.

Paragraph 11. 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 FAU 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. Any decrease in local costs for the project shall be divided equally between Urbana and the County and any increase in local costs shall be cause for an amendment to this agreement.

Paragraph 12. 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 13. 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 14. 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 15. 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 16. Amendment.

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

Paragraph 17. 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: _____ By: _____
Mayor Chair

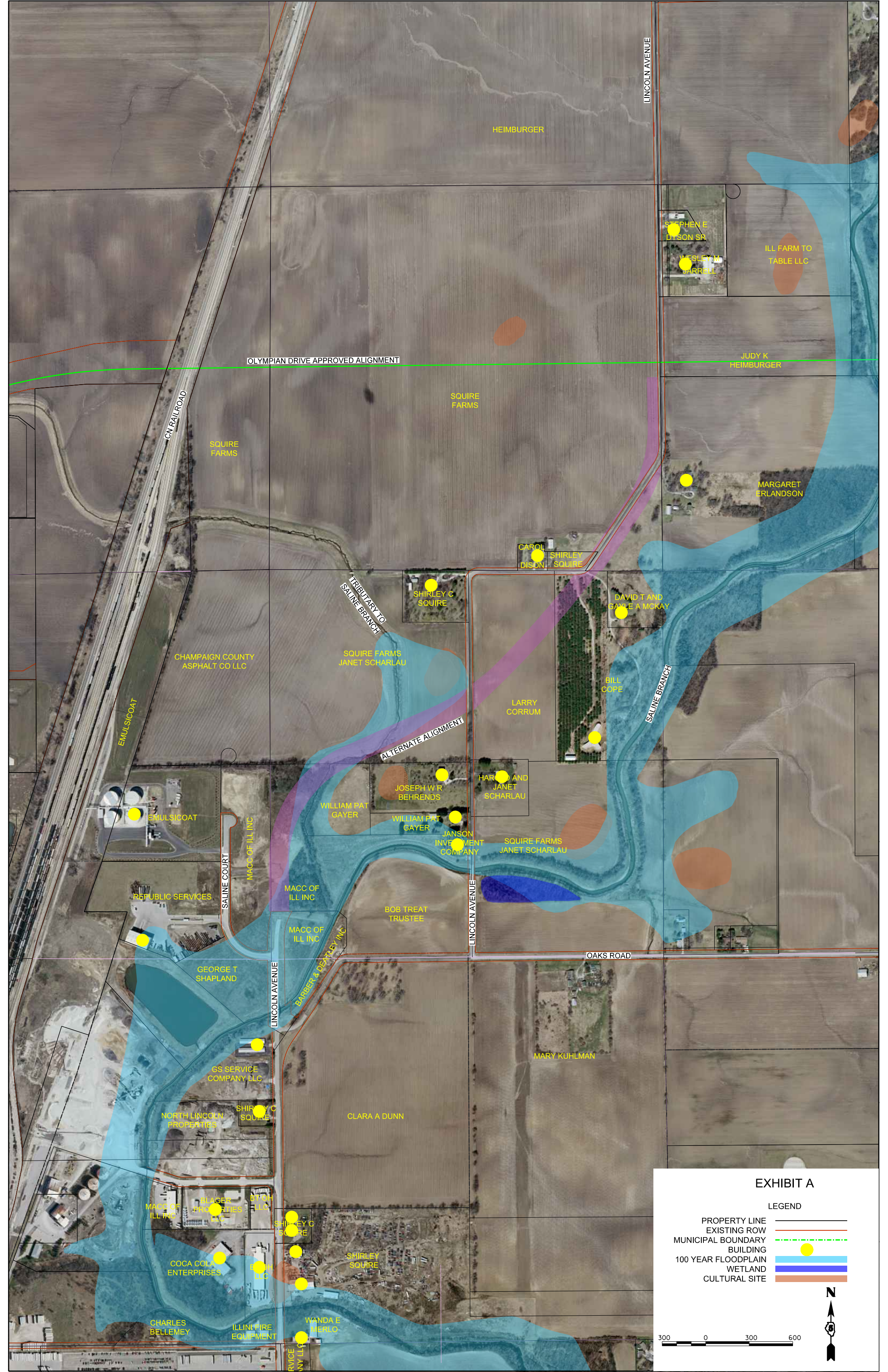
Date: _____ Date: _____

Attest: _____ Attest: _____
City Clerk County Clerk

APPROVED AS TO FORM: APPROVED AS TO FORM:

By: _____ By: _____
City Attorney Its Attorney

City Council Approval Date County Board Approval Date



HEIMBURGER

STEPHEN E
DYSON SR
WESLEY M
BARRELL

ILL FARM TO
TABLE LLC

OLYMPIAN DRIVE APPROVED ALIGNMENT

JUDY K
HEIMBURGER

SQUIRE
FARMS

SQUIRE
FARMS

MARGARET
ERLANDSON

CAROL
DISON
SHIRLEY
SQUIRE

DAVID T AND
GAYLE A MCKAY

TRIBUTARY TO
SALINE BRANCH

SHIRLEY C
SQUIRE

SQUIRE FARMS
JANET SCHARLAU

BILL
COPE

CHAMPAIGN COUNTY
ASPHALT CO LLC

LARRY
CORRUM

EMULSICOAT

ALTERNATE ALIGNMENT

SALINE BRANCH

JOSEPH W R
BEHREND'S

HAROLD AND
JANET
SCHARLAU

WILLIAM PAT
GAYER

WILLIAM PAT
GAYER

JANSON
INVESTMENT
COMPANY

SQUIRE FARMS
JANET SCHARLAU

REPUBLIC SERVICES

MACC OF ILL INC

BOB TREAT
TRUSTEE

MACC OF ILL INC

OAKS ROAD

GEORGE T
SHAPLAND

LINCOLN AVENUE

BARBER & DEWITTEY INC

LINCOLN AVENUE

MARY KUHLMAN

CLARA A DUNN

NORTH LINCOLN
PROPERTIES

SHIRLEY C
SQUIRE

MACC OF ILL INC

BLAGER
PROPERTIES
LLC

SHIRLEY C
SQUIRE

SHIRLEY
SQUIRE

COCA COLA
ENTERPRISES

BLAGER
LLC

SHIRLEY C
SQUIRE

CHARLES
BELLEMEY

ILLINI FIRE
EQUIPMENT

WANDA E
MERLO

EXHIBIT A

LEGEND

- PROPERTY LINE
- EXISTING ROW
- MUNICIPAL BOUNDARY
- BUILDING
- 100 YEAR FLOODPLAIN
- WETLAND
- CULTURAL SITE

