



## MEMORANDUM

**TO:** Mayor Laurel Lunt Prussing and Members of the City Council  
**FROM:** William R. Gray, P.E., Public Works Director  
**DATE:** May 5, 2011  
**RE:** Local Agency Agreement for Jurisdictional Transfer  
(Lincoln Avenue between Wilbur Road and Somer Drive)

### Introduction

Champaign County, Somer Township, and the City of Urbana jointly entered into an agreement (see attached) to rebuild the Lincoln Avenue bridge over the Saline Branch just north of Wilbur Road. This bridge construction was completed in 2010 and all final “punch list” items were recently completed this spring.

Per the intergovernmental agreement, the city committed to accept jurisdiction of this stretch of Lincoln Avenue which is outside the city limits. See attached jurisdictional transfer agreement and location map. A condition before accepting this jurisdiction was the rebuilding of the bridge. Staff recommends in keeping with this agreement to accept this jurisdiction.

### Fiscal Impact

With the completion of the bridge and resurfacing of the pavement in the immediate vicinity of the bridge the city should not be expecting any maintenance or repair costs for years to come. Biennially staff does inspect all bridges in the city and this bridge will be added to the inspection list.

### Recommendation

It is recommended that AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT FOR JURISDICTIONAL TRANSFER BETWEEN SOMER TOWNSHIP AND THE CITY OF URBANA (Lincoln Avenue from Wilbur Road to the north E.O.P of the United Parcel Service entrance) be approved.

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 25<sup>th</sup> day of JANUARY, 2007, in consideration of the following terms:

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 Junt Pring*  
Mayor

BY: *C. Bush Walker*  
County Board Chair

ATTEST: *Thyphina De Clark*  
City Clerk

ATTEST: *Muh Stelch*  
County Clerk

by *Kenneth J. Belmont*  
Deputy Clerk

Approved by:

Approved by:

*Kenneth D. O'Neal, Jr.*  
City Attorney

*[Signature]*  
Senior Assistant State's Attorney

Date of City Council Approval:  
12/17/2007

Date of County Board Approval:  
12/18/07

DATE AGREEMENT SIGNED 01/18/2008

TOWNSHIP OF SOMER

BY: *Bush Walker*  
TOWNSHIP ROAD COMMISSIONER

DATE: 1-25-08

ORDINANCE NO. 2011-05-032

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT FOR  
JURISDICTIONAL TRANSFER BETWEEN SOMER TOWNSHIP AND THE CITY OF  
URBANA

(Lincoln Avenue from Wilbur Road to the north E.O.P of the  
United Parcel Service entrance)

**WHEREAS**, the parties hereto did on the 25th of January 2008, pursuant to Ordinance No. 2007-12-135, enter into an intergovernmental agreement concerning the improvement and jurisdictional transfer of a section of Lincoln Avenue from the center of Wilbur Road north 795 feet to the north edge of pavement of the United Parcel Service entrance; and

**WHEREAS**, the improvements to said section have been completed as per the requirements of the intergovernmental agreement; and

**WHEREAS**, Somer Township and the City have determined that the best interests of both entities are served by making and entering into an agreement to transfer jurisdiction over the aforesaid section of Lincoln Avenue to the City.

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

Section 1.

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

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSENT:

ABSTAINED:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor



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

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 North Lincoln Avenue Route N Lincoln Length 795.0 Ft KM ( 0.151 miles)  
 Termini Along North Lincoln Avenue, beginning from the center of Wilbur Road, 795.00 feet north to the north E.O.P. of the United Parcel Service entrance.

This transfer  does  does not include Structure No. 010-4541

**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: 21 days after approval

**Supplements**

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

Supplement Addendum #1 - Location Map

(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 Ricky Wolken

Name Laurel Prussing

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

Title Mayor, City of Urbana  
Chairman County Board/Mayor/Village President/etc.

Signature

Signature \_\_\_\_\_

APPROVED

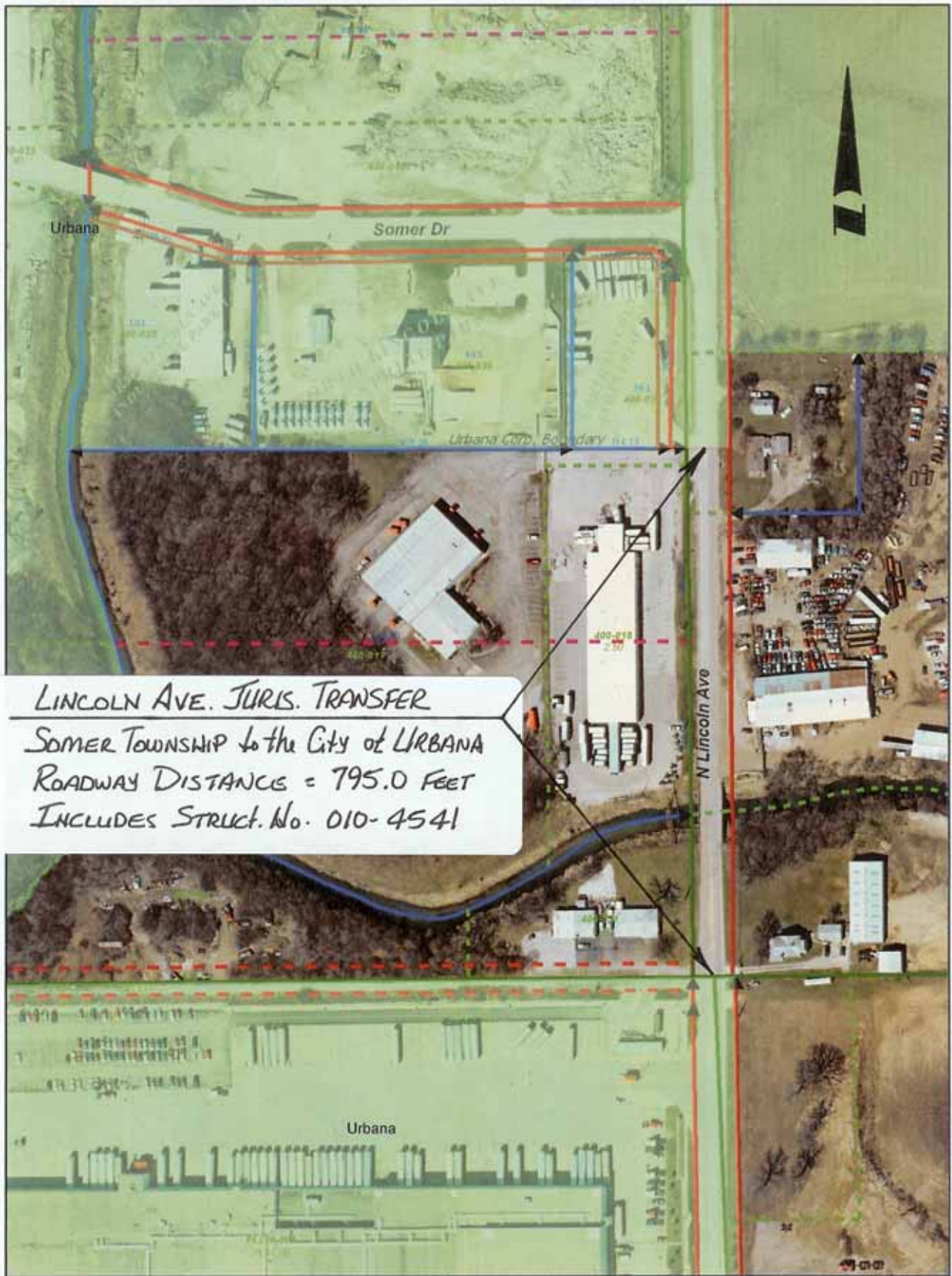
STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION By: \_\_\_\_\_

Director of Highways

Date





LINCOLN AVE. JURIS. TRANSFER  
 SOMER TOWNSHIP to the City of URBANA  
 ROADWAY DISTANCE = 795.0 FEET  
 INCLUDES STRUCT. No. 010-4541

1 inch = 200 feet

NORTH LINCOLN AVE Addendum #1  
 LOCATION MAP

**DISCLAIMER:**  
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Legend