



MEMORANDUM

TO: Mayor Laurel Lunt Prussing and Members of the City Council

FROM: William R. Gray, P.E., Public Works Director
Richard T. Coyne, Operations Manager
N. Patrick Pioletti, Facilities Manager

DATE: August 18, 2011

RE: Salt Dome Roof Replacement
Approval of Intergovernmental Agreement with Champaign County

Introduction

In 1994, the City of Urbana entered into an Intergovernmental Agreement with Champaign County and Urbana Township for construction of a shared use salt storage dome. The agreement was drafted to reflect the County as the entity with primary responsibility for maintenance and repairs with expenses divided on a stipulated basis. The dome was subsequently constructed on County property.

Background

Since 1994, the salt dome agreement has resulted in no major expenditure of funds for maintenance or repair of the structure. At this time, however, the roof is in need of replacement due to its age and poor condition. Champaign County is taking the lead on the project and will have the roof replaced this construction season. In addition, the County is also paying the City's portion of the work, estimated to be approximately \$25,000, resulting in the need for the attached Intergovernmental Agreement outlining the terms for repayment of that portion of the total cost. This agreement will commit the City to the prorated amount. At this time, staff will present a recommendation for a budget amendment.

This project has been discussed between the parties, all three of which are in agreement to proceed at this time.

Fiscal Impact

The estimated cost of the Roof Replacement is \$85,000. The City of Urbana is obligated to pay by the agreement 28.60% of the cost which will be around \$25,000.

Recommendation

Staff recommends passage of the proposed ordinances and Intergovernmental Agreement.

ORDINANCE NO. 2011-08-103

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
COUNTY OF CHAMPAIGN AND URBANA TOWNSHIP

(Funding for Salt Dome Roof Replacement)

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

Section 1.

An Intergovernmental Agreement with the County of Champaign and Urbana
Township concerning funding for the replacement of the roof on the salt dome
facility, 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

ORDINANCE 2011-08-101

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE

(Salt Dome Roof Replacement)

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2011, and ending June 30, 2012, (the "Annual Budget Ordinance") has been duly adopted according to sections 8-2-9.1 et seq. of the Illinois Municipal Code (the "Municipal Code") and Division 2, entitled "Budget", of Article VI, entitled "Finances and Purchases", of Chapter 2, entitled "Administration", of the Code of Ordinances, City of Urbana, Illinois (the "City Code"); and

WHEREAS, the City Council of the said City of Urbana finds it necessary to revise said Annual Budget Ordinance by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, such revision is not one that may be made by the Budget Director under the authority so delegated to the Budget

Director pursuant to section 8-2-9.6 of the Municipal Code and section 2-133 of the City Code.

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

Section 1. That the Annual Budget be and the same is hereby revised to provide as follows:

FUND:	Capital Improvement Supplementary	
ADD EXPENSE:	Urbana Share, Salt Dome Roof	\$25,000
REDUCE:	Fund Balance	\$25,000

Section 2. This Ordinance shall be effective immediately upon passage and approval and shall not be published.

Section 3. This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council.

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

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF URBANA, THE COUNTY OF CHAMPAIGN, AND
URBANA TOWNSHIP CONCERNING THE FUNDING
FOR THE REPLACEMENT OF THE SALT DOME ROOF

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 Urbana Township (hereinafter referred to as "Township"), on this _____ day of _____, 2011, 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, the City, the County and the Township entered into a "Salt Dome Facility Agreement" on June 2, 1994 which outlines the responsibilities of each entity and is attached to this Agreement as Exhibit A; and

WHEREAS, the City, the County, and the Township find it to be in the best interest of the public to provide for the replacement of the salt dome roof, and

WHEREAS, the City, the County and the Township have agreed the replacement of the salt dome roof will be funded as outlined in the "Salt Storage Facility Agreement":

Champaign County:	57.10%
City of Urbana:	28.60%
Urbana Township Road District:	14.30%

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

1. Contractor Selection. The County shall bid the project and award it to the lowest responsible bidder after approval by the County Engineer, the City Engineer and the Urbana Township Highway Commissioner.

2. Commencement of Work. The project is to be bid on August 8, 2011 and construction should be completed by December 1, 2011.

3. 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 Township shall pay invoices within 30 days of receipt. The City shall pay their share of the costs no later than July 15, 2012.

4. 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, 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 Commissioner 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. If the City or Township fail to take the actions 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 then Paragraph 13 of Exhibit A shall govern and the relationship with respect to the salt dome shall be terminated between the County and the failing entity.

5. 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.

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

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

CITY:

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

Public Works Director
City of Urbana
706 S. Glover Ave.
Urbana, IL 61802

TOWNSHIP:

Jim Prather, Township Highway Commissioner
Township of Urbana
2312 E. Perkins Road
Urbana, IL 61802

COUNTY:

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

County Engineer
County of Champaign
1776 E. Washington
Urbana, IL 61802

IN WITNESS WHEREOF, the parties execute this Agreement.

CITY OF URBANA, ILLINOIS

COUNTY OF CHAMPAIGN

BY: _____
Mayor

BY: _____
County Board Chair

ATTEST: _____
City Clerk

ATTEST: _____
County Clerk

Approved by:

Approved by:

City Attorney

Senior Assistant State's Attorney

Date of City Council Approval:

Date of County Board Approval:

TOWNSHIP OF URBANA

BY: _____
TOWNSHIP ROAD COMMISSIONER

DATE: _____

05/05/94

SALT STORAGE FACILITY AGREEMENT

WHEREAS, the City of Urbana, Illinois (hereinafter called simply "CITY"), Champaign County (hereinafter called simply "COUNTY"), and Urbana Township Road District (hereinafter called simply "TOWNSHIP"), have reached an agreement concerning the participation of each of the entities in the construction and operation of a new salt storage facility to be located on the grounds of the Champaign County complex on East Washington Avenue in Urbana; and

WHEREAS, the parties have come to an agreement on the design, capacity, and shared use of such facility and are desirous of reducing their agreement to writing.

NOW THEREFORE, WITNESSETH:

FOR AND IN CONSIDERATION of the mutual promises herein made, it is agreed as follows:

1. That the estimated cost of the salt storage facility will amount to approximately Two Hundred Forty Two Thousand (\$242,000.00) Dollars. The parties agree that they shall each pay the costs of the construction of the salt storage facility in the percentages as set forth opposite their respective names below. However, if the total expected costs for the installation of the salt storage facility exceed one hundred and ten per cent (110%) of Two Hundred Forty Two Thousand (\$242,000.00) Dollars, as reflected in the "Statement of Bid Costs" provided for below, CITY or TOWNSHIP may cancel their obligation to pay their share by delivering a written notice of such election to each of the other two parties in accordance with the notice provisions of this agreement within ten (10) calendar days of the receipt of such "Statement of Bid Costs" from the COUNTY. If either CITY or TOWNSHIP shall withdraw from this agreement as stipulated, this agreement shall be considered null and void and any monies (but not the value of any contributions in-kind) which have been paid by either CITY or TOWNSHIP shall be refunded in full and neither CITY nor TOWNSHIP shall have any further rights or privileges connected with the salt storage facility.

Champaign County	57.10%
City of Urbana	28.60%
Urbana Township Road District	14.30%

2. "Statement of Bid Costs" as referred to herein shall be a document in writing signed by the Champaign County Engineer which

shall contain a statement of the bid costs of constructing the salt storage facility which shall list each and every payment to be made to each and every contractor or material person and professional services rendered in connection with the full completion of the project.

3. When so requested by the County Engineer, via a signed pay estimate, CITY and TOWNSHIP shall be liable for progress payments for the construction of the salt storage facility. Such requests for payment shall be paid by each respective agency to the COUNTY within thirty (30) days of receipt of request.

4. It is anticipated that some or all of the agencies to this agreement may supply in-kind labor and/or equipment towards the completion of this project. Such contributions will reduce the total project cost and such contributions will be considered as partial payment in lieu of those monies due and payable under section #1 and #3 above. The "value" of such contributions must be agreed, in advance and in writing, by all parties to this agreement.

5. All parties to this agreement shall mutually agree as to the design and configuration of the new salt storage facility. This design agreement and consent shall be reflected by the signature of the Champaign County Engineer, City of Urbana Director of Public Works, and Urbana Township Road Commissioner on the final set of bid specifications and technical drawings. No contractual obligations in connection with the salt storage facility shall be entered into by any party to this agreement without such prior written mutual consent.

6. It is agreed that all decisions and authority regarding the construction of the salt storage facility shall rest with the COUNTY and neither CITY nor TOWNSHIP shall have any right to direct the contractor(s) concerning any work to be done on the salt storage facility.

7. The COUNTY agrees to bid the construction and installation of the salt storage facility in accordance with all applicable Champaign County and State of Illinois purchasing guidelines and statutory requirements.

8. Each of the parties shall have the right to remove road salt from the storage facility any hour of the day and any day of the week. The COUNTY agrees to provide access to a front end loader or other similar vehicle to be made available to all agencies (and their employees) for purposes of loading their respective agencies's vehicles with road salt.

9. Every fall season each agency will prepay the COUNTY for up to the following quantities of road salt times actual cost per ton:

Champaign County	2,000 ton
City of Urbana	1,000 ton
Urbana Township	500 ton

The COUNTY shall endeavor to purchase road salt under the State of Illinois Joint Purchase Agreement or from whatever other source exists that would be of least cost.

In the month of May of each year the COUNTY shall tabulate the actual tonnage used and recorded by each respective agency and apply that usage quantity against the previous prepaid amount. Each respective agency shall pay for that quantity of salt used that exceeds the amount set forth above, or shall receive a credit for the amount of salt used that was less than the amount set forth above. Any credits shall be applied against the required prepayment for the following year. If money is due the COUNTY for salt used over the allotment, such amount shall be paid to the COUNTY within thirty (30) days of receiving such billing from the COUNTY.

10. Any costs incurred by the COUNTY for repair, maintenance, and insurance of the salt storage facility shall be billed to each respective agency in the month of May of each year using the same percentage sharing of cost as detailed in item #1 of this agreement. If the cumulative repair, maintenance and insurance costs for any given calendar year shall exceed five thousand dollars (\$5,000.00), CITY and TOWNSHIP shall not be liable for any additional sums unless all parties to this agreement mutually agree to such expenditures in writing.

11. Each agency agrees to maintain reasonable and adequate truck and general liability insurance at all times.

12. In the event of a catastrophic event in which the salt storage facility is damaged beyond reasonable repair and the parties to this agreement are unable to reach mutual agreement on the reconstruction of such a facility, the insurance proceeds, if any and after any and all cleanup costs, shall be distributed to the parties using the formula detailed in item #1 of this agreement at which time this agreement shall be considered terminated.

13. At any time during the life of this agreement either CITY or TOWNSHIP may choose to terminate participating in the shared use of the salt storage facility. Upon written notice to such effect, in accordance with the notice provisions of this agreement, such relationship shall be considered terminated, however the

relationship will continue in effect for its full term for the remaining agencies with maintenance and repair costs, as detailed in item #10 of this agreement, appropriately adjusted to reflect a new pro rata arrangement. Any agency withdrawing from this agreement shall be liable for any salt usage and/or maintenance/repair costs as called for in items #9 and #10 of this agreement appropriately adjusted to the date of their withdrawal, and thereafter shall have no obligation or liability for any costs associated with the operation of the salt storage facility. Under no circumstances shall CITY or TOWNSHIP be entitled to a refund of any portion whatsoever of the construction costs as called for in item #1 of this agreement, no matter when such withdrawal shall occur. It is fully acknowledged that the salt storage facility is the sole property of the COUNTY and that CITY and TOWNSHIP are being provided access and use of such facility by this agreement but that ownership of the facility and the land below remains with the COUNTY.

14. It is the intent of the parties to this agreement to solicit construction bids in early summer of 1994 with the storage facility fully operational by early to late fall, 1994. If firm contracts for construction, within the dollar limitations as set forth in item #1 of this agreement and with completion of the facility occurring within one hundred and eighty (180) days of bid award, does not occur, this agreement shall be null and void.

15. This agreement shall be for a term of thirty (30) years from the date of the last entity that executes it, as evidenced by the dates set forth below the signature of its officer or such further length of time until the facility is determined non-functional by an independent certified structural engineer. Any notice to be delivered to any of the parties under this agreement, shall be in writing and regarded as received the day it is actually delivered, either by hand delivery or U.S. mails, when addressed as follows:

Champaign County
1905 E. Main
Urbana. Illinois 61801

City of Urbana
City Clerk Office
400 S. Vine
Urbana, Illinois 61801

Urbana Township Road District
2312 Perkins Road
Urbana, Illinois 61801

16. It is agreed that if CITY does not budget the sum of \$70,000.00 for it's obligation under this agreement in it's 1994/1995 budget the CITY'S obligations hereunder shall lapse.

EXECUTED this 27th day of May, 1994

CHAMPAIGN COUNTY
BOARD CHAIRPERSON

By: [Signature]

EXECUTED this 2nd day of June, 1994

CITY OF URBANA, ILLINOIS

By: [Signature]
Mayor

Attest: _____
City Clerk

EXECUTED this 31 day of MAY, 1994

URBANA TOWNSHIP ROAD DISTRICT

By: [Signature]