



MEMORANDUM

TO: Mayor Laurel Lunt Prussing and Members of the City Council
FROM: William R. Gray, P.E., Public Works Director
DATE: April 21, 2011
RE: Amended Olympian Drive Intergovernmental Agreement

Attached please find a revised draft of the Amended Intergovernmental Agreement for Olympian Drive. These changes reflect suggested comments by the Champaign County Board at their Committee of the Whole meeting on April 12th. The most significant language changes when compare to the agreement provided to the city council on April 11th include:

- Removal of the fifth 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;”.
- **Paragraph 3 Lead Agency** is now Paragraph 4.
- **Paragraph 4 Project Description** is now Paragraph 3.
- **Paragraph 5 Engineering and Other Services (a)** has been revised but retains the original intent.
- **Paragraph 6 Right of Way Acquisition** has been revised to more closely reflect the roles of each agency.
- **Paragraph 8 Further Actions** has been deleted in its entirety since it is covered elsewhere in the agreement or by virtue of passage of enabling resolutions or ordinances.
- **Paragraph 10 Cooperation** has been removed since the consulting engineer has already been selected and work has commenced.

If there are any further changes to this agreement prior to Monday night’s Committee of the Whole meeting, those changes will be presented at that time. City staff does not take any exceptions to these proposed changes.

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”)(“Parties”).

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, 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. Project Description.

- (a) 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.
- (b) 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 4. Lead Agency. Urbana shall be the lead agency for Projects A and C.

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”), has been selected to complete the location study update, project design report, plans, specifications, and estimates (PS&E) for Projects A and C. If any change orders are required with the Engineer for Projects A and C, the lead agency shall receive prior written approval from the Champaign City Engineer and the County Engineer before approving any change order. The lead agency shall also obtain written authorization from the Champaign City Engineer and the County Engineer should the lead agency determine that it is necessary for any reason to increase the cost of the contracts.
- (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 Champaign City Engineer and the County Engineer and obtain their written approval before contracting with any of said professionals. The lead agency shall also obtain written authorization from the Champaign City Engineer and 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.

Paragraph 6: 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 5(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 Champaign and Urbana the County shall pass legally sufficient resolutions for acquisition of property needed for right of way by eminent domain if needed.

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 . 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 9. 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 first consider using additional STP-U funding. Projected local funding expenditures are currently set at zero for Urbana, Champaign, and the County individually. Any need for additional funding from Urbana, Champaign, and the County will require an amendment to this Agreement.

Paragraph 10. 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. Urbana, Champaign, and the County will enter into necessary agreements for Illinois Commerce Commission and STP-U funding.

Paragraph 11. Effective Date of Agreement. The Agreement shall be effective, as between Champaign, Urbana, and the County, on the date approved by the last of the Parties to approve it.

Paragraph 12. Maintenance. Once Project A and C are completed the following understanding for maintenance of these projects is as follows:

- (a) Project A between Apollo Drive and the centerline of the Canadian National railroad bridge shall be the responsibility of Champaign.
- (b) Project A between Lincoln Avenue and the centerline of the Canadian National railroad bridge shall be the responsibility of Urbana.
- (c) Project C shall be the responsibility of Champaign.

Paragraph 13. Amendment. No amendment to this Agreement shall be effective unless it is in writing and signed by the Parties hereto.

Paragraph 14. 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:

By:

City Attorney

APPROVED AS TO FORM:

By:

City Attorney

APPROVED AS TO FORM:

By:

Its Attorney

City Council Approval Date

City Council Approval Date

County Board Approval Date

DRAFT

Olympian Drive

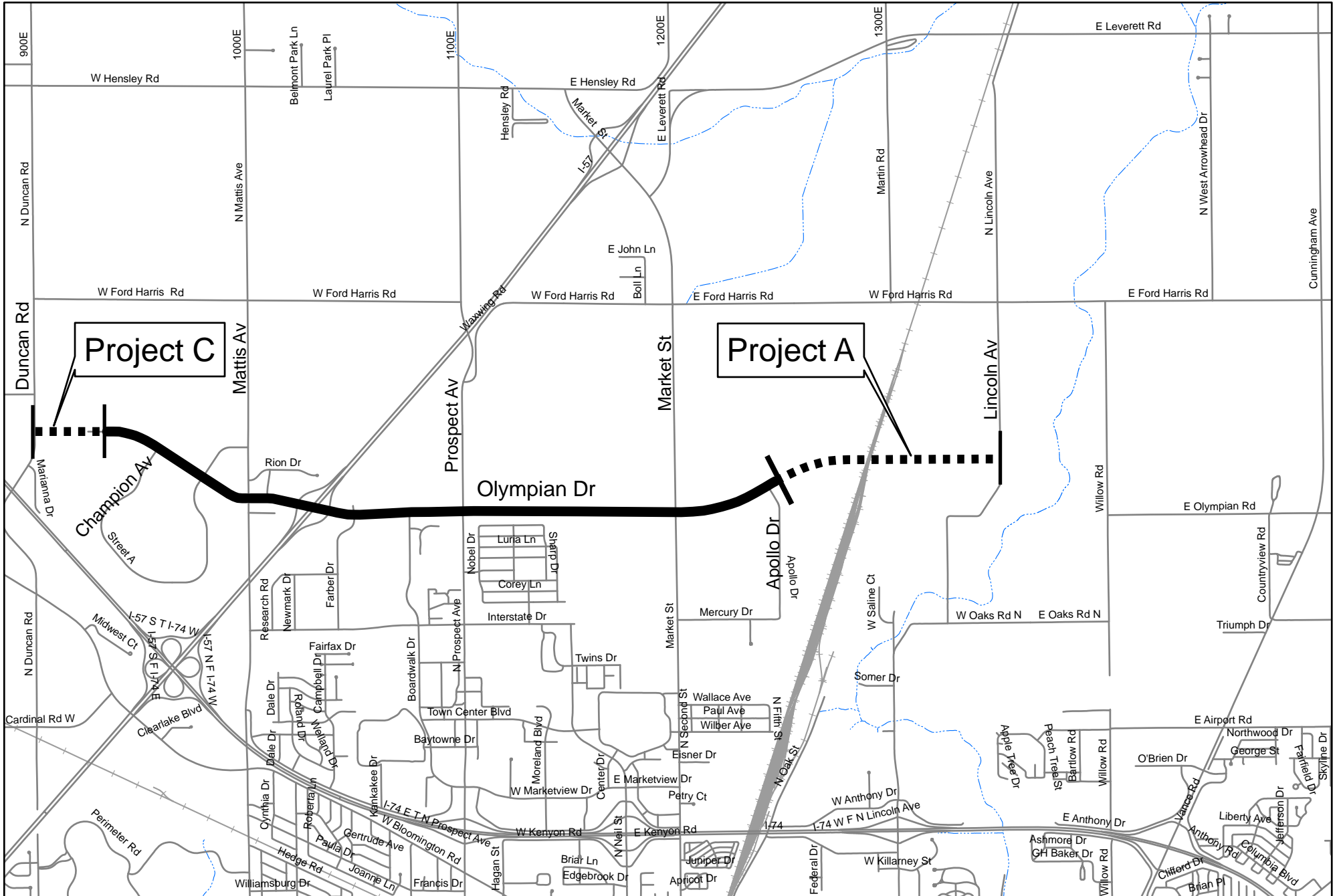


Exhibit A

