



CHAMPAIGN COUNTY BOARD
COMMITTEE AGENDA

HIGHWAY & TRANSPORTATION

Friday, October 12, 2007 – 9:00 a.m.

Lyle Shields Meeting Room, Brookens Administrative Center
1776 E. Washington – Urbana

CHAIR: Cowart

MEMBERS: Beckett, Bensyl, Carter, Jay, Knott, Langenheim, Melin, O'Connor

	<u>AGENDA ITEM</u>	<u>PAGE NO.</u>
1.	<u>Call to Order</u>	
2.	<u>Approval of Agenda/Addendum</u>	
3.	<u>Approval of Minutes – September 7, 2007</u>	1-5
4.	<u>Public Participation</u>	
5.	<u>Monthly Reports</u>	
	A. County & Township Motor Fuel Tax Claims – September 2007	6
6.	<u>County Engineer</u>	
	A. Bid for Sweeper	
	B. Washington Street Intergovernmental Agreement	7-11
	C. Windsor Road Intergovernmental Agreement	12-16
	D. Lincoln Avenue Intergovernmental Agreement	17-20
	E. Building Update	
	F. Construction Update	
7.	<u>Other Business</u>	
	A. Closed Session pursuant to 5 ILCS 120/2 (c) 1 to consider the employment, compensation, discipline, performance, or dismissal of an employee.	
8.	<u>Determination of Consent Agenda Items</u>	
9.	<u>Adjournment</u>	

CHAMPAIGN COUNTY BOARD
COMMITTEE MINUTES

HIGHWAY & TRANSPORTATION COMMITTEE

Friday, September 7, 2007 – 9:00 a.m.

**Lyle Shields Meeting Room, Brookens Administrative Center
1776 E. Washington St., Urbana**

MEMBERS PRESENT: Cowart, Beckett, Carter, Jay, Melin, O'Connor

MEMBERS ABSENT: Bensyl, Knott, Langenheim

OTHERS PRESENT: Jeff Blue, John Cooper, Pius Weibel, Susan McGrath,
Deb Busey, Debby Wagner

Agenda Item

Call to Order

Chair Cowart called the meeting to order at 9:00 a.m. A roll call confirmed a quorum present.

Approval of Agenda/Addendum

MOTION by Beckett to approve the agenda; seconded by Jay. There was no addendum for the meeting. **Motion carried.**

Approval of Minutes – August 10, 2007

MOTION by Jay to approve the minutes of August 10, 2007 as presented; seconded by Beckett.

Ms. Melin stated that the Lo's name is misspelled in the minutes as Lowe. She asked for that change to be made. Motion carried as amended.

Mr. Carter arrived at 9:03 a.m.

Ms. Melin asked for an update on the Washington Street extension project. Mr. Blue stated at the last meeting they talked about he and Ms. McGrath working on something to bring back to the October meeting.

Ms. Melin also asked how many solar lights will be put up at the St. Joseph-Royal Road intersection. Mr. Blue stated four lights will be put up but the cost is for buying eight because once they are put up they seem to disappear quickly.

Public Participation

There was no public participation

Monthly Reports

County & Township Motor Fuel Tax Claims – August 2007

MOTION by Jay to receive and place on the file the County & Township Motor Fuel Tax Claims for August 2007; seconded by Beckett. **Motion carried.**

County Engineer

Bridge Petition – Crittenden – Culvert Replacement

Mr. Blue passed out a packet of information to the committee members showing the area of replacement. There are small pipes they are going to replace with box culverts, and this is a petition to help out with the funding and a resolution to appropriate 50% of funds for replacement of those two culverts.

MOTION by Jay to recommend County Board approval of the petition requesting and resolution approving the appropriation of funds from the County Bridge fund pursuant to 605 ILCS 5/5-501; seconded by Beckett. **Motion carried.**

Resolution appropriating \$40,000 for engineering fees for a bridge located on County Highway 9 – Section #07-00936-00-BR.

Mr. Blue stated this is a bridge on County Road 9 showing distress in the abutments and it needs to be replaced in a quick fashion. The contract to be signed estimates the cost at \$40,000 for the engineering fees for the design of the bridge.

MOTION by Jay to recommend County Board approval of the Resolution appropriating \$40,000 for engineering fees for a bridge located on County Highway 9 – Section #07-00936-BR; seconded by Beckett.

Mr. Weibel asked if they anticipate a major change in the style of the bridge. Mr. Blue stated it will remain a single span bridge and the estimated bridge cost is half a million dollars.

Mr. Beckett asked if there has been an increased interest in our bridges because of recent newspaper articles. Mr. Blue stated we have a few bridges that are questionable on the County system but we don't have any that fall as low as a 2 on the sufficiency rating system. The way our bridges are constructed if there is a failure it will not be a catastrophe and we don't have any fracture critical bridges which means one piece fractures the whole bridge falls in, we have replaced those over the years.

Motion carried.

Jurisdictional Transfer – Resolution to appropriate funds for construction in Penfield

Mr. Blue explained we are doing the roadway improvement for CR 22 from Penfield to Royal and the Township Highway Commissioner approached him asking to get some work done in Penfield while the asphalt crews are in the area. There is a piece of CR 22, a block long that the County still owns, called Route 22A. When 22 was realigned years ago through Penfield that block remained on the County's jurisdiction. It is our responsibility to maintain that road and the Township Commissioner has agreed that if we will come in and overlay the roadway and help them overlay the extension of that roadway they will take the road over as a jurisdictional transfer and off the County system. We would overlay that first block which would cost us about \$8,000; we have already done some preliminary engineering to widen Front Street which goes another two blocks beyond where the County Road is and narrows to an oil and chip roadway. We would widen the roadway to 20 feet, Compromise Township would come in and then we would split with the Township on a 50/50 basis a 3 inch overlay of that street which would be around \$9,000 each. We would each pay our own shares to the contractors and upon completion the Township would take over the jurisdiction of the roadway. It is beneficial to everyone.

MOTION by Jay to recommend County Board approval of the Resolution deleting County Highway 22A from County Highway 22 easterly to Main Street (Penfield, Illinois); seconded by Beckett.

Mr. Jay stated this is important because the tractor club uses this roadway for the national show and in his experience with transfers to Townships, the Townships usually end up on the short end of the stick in the long run therefore if the Commissioner is willing we should do our part to get it up to speed for them. Mr. Blue explained the first block is CR 22 just to the east of Main Street, we would pay 100% for that two inch overlay because it is still our road and that is the piece we will jurisdictionally transfer to the township so we are looking at 8,000 for our piece of the roadway and 9,000 for theirs.

Motion carried.

Oaks Road Speed Study – Ordinance for the establishment of an altered speed zone in Somer Road District

Mr. Blue explained this is a request from Somer Township to do a speed study on Oaks Road which is a quarter mile from Cottonwood back to the West, there are a number of houses that have been built up in that area and there are a number of driveways that enter onto that road. Currently there is no speed limit posted so by statute it is 55 mph, after going through the study it shows the recommended speed should be 45 mph. He has discussed this with the Somer Township Road Commissioner and he agrees and is happy about the results.

MOTION by Beckett to recommend County Board approval of the Ordinance for the establishment of an altered speed zone in Somer Road District; seconded by Jay.
Motion carried.

October meeting date – possibility of changing to October 12th

Mr. Blue explained he will be at a conference on October 4th doing a presentation on our pavement program and it will be hard for him to get back for the October 5th meeting.

Committee consensus to change the date of the October meeting to October 12th.

Other Business

Mr. Blue stated the building construction is moving along, all concrete work is 80% done on the floor. They are putting the metal roof on so the building is weather proof. His maintenance crews have spent every single day over there this summer which has resulted in great coordination with our contractors because we are on site, which is also saving a lot of money. The CR 22 project we will be starting in the next few weeks, CR 9 is complete. He explained they did have to do a bridge repair on CR 19 because they found a large void underneath the road.

Semi-Annual Review of Closed Session Minutes

Ms. McGrath stated there is a set of minutes from May 24, 2004 at which time the committee went into closed session to talk about selecting the new County Engineer. Those minutes do not disclose any personal information they just talk about the selection process so she recommends opening that set of minutes but leaving the remainder of the minutes closed.

MOTION by Beckett to approve the recommendation of the Assistant State's Attorney and open the minutes of May 24, 2004 while keeping all other closed session minutes closed; seconded by Jay. **Motion carried.**

Mr. Beckett asked for an update on the Henderson property. Mr. Blue explained they redesigned through their property to replace in kind their 24 inch tile underground with a grass swale above it. When you redesign something you have to redo everything and the Henderson's were ready to move ahead and be done. They were under the impression the offer from back in September 2006 was still going to hold up but we have to redo everything. They were upset and making a point of the fact of how much money they have spent on attorney fees therefore he is sure once we make an offer to them they counter offer to include lawyer fees, he expects that is coming in the next month or so.

Determination of consent agenda items

Committee consensus to include item 6 A-D on the County Board consent agenda.

Adjournment

Ms. Cowart declared the meeting adjourned at 9:28 a.m.

Respectfully Submitted,

Tiffany Talbott
Administrative Secretary

CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE
COUNTY ENGINEER

1776 E. WASHINGTON

(217) 384-3800
FAX (217) 328-5148

URBANA, ILLINOIS 61802

October 12, 2007

COUNTY MOTOR FUEL TAX CLAIMS FOR SEPTEMBER

Req No.	Payee	Description	Amount
51	Allied Municipal Supply	Signs	594.04
52	Illinois Association of County Engineers	Registration - IACE 93rd Fall Meeting 10/3-10/5/07 - Peoria	40.00
53	University of Illinois	Registration & Lunch - Illinois Traffic Engineer & Safety Conf. - 10/18 & 10/19/07	115.00
54	Sodemann & Associates, Inc.	Engineering Fees - CH. 18 (Monticello Road) Section #07-00419-00-RS	7,795.61
55	Allied Municipal Supply	Signs	228.50
56	Varsity Striping & Construction	Pay Estimate #3 - Pavement Striping Section #07-00000-01-GM	51,500.00
			<u><u>\$ 60,273.15</u></u>

TOWNSHIP MOTOR FUEL TAX CLAIMS FOR SEPTEMBER

Req No.	Payee	Description	Amount
127	Tuscola Stone Company	Ayers- 5.19 Ton CA-15 F&D	61.88
128	Illiana Construction Co.	Compromise- 51,803.00 Gal HFRS-2 F&S	75,632.38
129	Illiana Construction Co.	Colfax- 5,416.44 Gal HFRS-2 F&S	8,053.99
130	Illiana Construction Co.	Sidney- 46,319.00 Gal HFRS-2 F&S - 284 T Rock Spread	68,634.30
131	Illiana Construction Co.	Tolono- 15,250.28 Gal HFRS-2 F&S	22,265.41
132	Illiana Construction Co.	Harwood- 31,354.00 Gal HFRS-2 F&S - 3,443 Gal MC-30 F&S	54,349.91
133	Illiana Construction Co.	Newcomby- 38,256.00 Gal HFRS-2 F&S - 1,148 T Rock Spread	61,880.76
134	Illiana Construction Co.	Rantoul- 45,771.64 Gal CRS-2 F&S	66,826.59
135	Illiana Construction Co.	Somer- 40,022.00 Gal HFRS-2 F&S	58,432.12
			<u><u>\$416,137.34</u></u>

An Intergovernmental Agreement Between the City of Urbana and the County of Champaign Concerning the Funding for The Construction of Washington Street

[Washington Street from High Cross Road to 1/2 mile east]

This Agreement is entered into between the City of Urbana, Illinois ("City") and the County of Champaign, Illinois ("County") on this _____ day of _____, 2007 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 ILCS 5/11-91.2-1 and 605 ILCS 5/5-102, 5-105, 5-106, 5-408, 5-410, 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 the County find it to be in the public's best interest and best interest of their constituents to construct Washington Street from High Cross Road (IL 130) to _____, based upon the design prepared by _____; and

WHEREAS, the parties find it to be most cost effective to share in the costs as provided in this Agreement.

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

Section 1. Commencement of Work

The City and County agree that construction shall commence by June 1, 2008 and complete work by December 31, 2010.

Section 2. Project Funding

The County agrees to pay one-third (1/3) of the cost of construction up to \$250,000 for the construction of Washington Street. The City shall be responsible for securing funds to cover all other costs of this project.

Section 3. Invoices & Payments

The City will be responsible for the Project and shall invoice the County for the County's share of the Project costs. The County shall pay invoices within thirty {30} days of receipt. The City shall provide appropriate documentation to the County which allows for reimbursement from County Motor Fuel Tax Funds.

Section 4. Further Actions

The City and the County hereby agree to take any 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 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 the is Agreement.

Section 5. Jurisdictional Transfer

Upon completion of this project, the City shall take all action necessary to jurisdictionally transfer Washington Street from High Cross Road to 1/2 mile West from Urbana Township to the City of Urbana.

Section 6. 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 7. Termination

The parties agree that, if the design per Attachment 1 has not begun December 31, 2008, 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:

**City of Urbana
400 South Vine Street
Urbana, IL 61801**

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

COUNTY:

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

**County Engineer
County of Champaign
1776 East Washington Street
Urbana, IL 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

Senior Assistant State's Attorney

Date: _____

Date: _____

Date of City Council Approval:

Date: _____

CITY OF URBANA
WASHINGTON STREET IMPROVEMENTS
HIGH CROSS ROAD TO 1/2 MILE EAST

A. FINAL PLANS, TECHNICAL SPECIAL PROVISIONS, ESTIMATES,
CONTRACT DOCUMENTS

The City shall:

1. Prepare schedules and summary of quantities and incorporate into construction plans.
2. Finalize construction plans and technical special provisions incorporating County and IDOT Preliminary Plan review comments.
3. Prepare construction cost estimate and contract documents.
4. Revise any necessary right-of-way or easement documents - prepare any documents not done with Preliminary plans. Deeds or easements from affected property owners will be procured by City Staff.
5. Document all matters relating to Final Plans, Technical Special Provisions, Estimates, Contract Documents.

B. BIDDING

The City shall:

1. Schedule bid opening, handle advertisements and pre-bid conferences, distribute plans and contract documents, issue addenda, and award contracts to the lowest responsible bidder.

C. CONSTRUCTION

The City shall:

1. Conduct preconstruction meeting with selected Contractor and subcontractors, utilities and staff from City and County engineering departments.
2. Establish and coordinate quality assurance/quality control procedures for construction.
3. Provide City assigned full-time construction inspection. Provide for material testing to assure quality control on all materials.
4. Review shop drawings.

5. Review Contractor's request for payment or prepare Engineers' Pay Estimate.
6. Conduct final project inspections and observations.
7. Prepare record drawings at completion of construction.
8. Prepare necessary Change Orders.

An Intergovernmental Agreement Between the City of Urbana and the County of Champaign Concerning the Funding for The Construction of Windsor Road

[Windsor Road from High Cross Road (IL 130) to Philo Road]

This Agreement is entered into between the City of Urbana, Illinois ("City") and the County of Champaign, Illinois ("County") on this _____ day of _____, 2007 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 ILCS 5/11-91.2-1 and 605 ILCS 5/5-102, 5-105, 5-106, 5-408, 5-410, 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 the County find it to be in the public's best interest and best interest of their constituents to construct Windsor Road from High Cross Road (IL 130) to Philo Road, based upon the design prepared by the City of Urbana; and

WHEREAS, the parties find it to be most cost effective to share in the costs as provided in this Agreement.

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

Section 1. Commencement of Work

The City and County agree that construction shall commence by June 1, 2008 and complete work by December 31, 2010.

Section 2. Project Funding

The City and County agree to each pay 50% of the costs of construction on the amount which represents the local match for this project.

Section 3. Invoices & Payments

The City will be responsible for the Project and shall invoice the County for the County's share of the Projects costs. The County shall pay invoices within thirty {30}

days of receipt. The City shall provide appropriate documentation to the County which allow for reimbursement from County Motor Fuel Tax Funds.

Section 4. Further Actions

The City and the County hereby agree to take any 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 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 the is 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. Termination

The parties agree that, if the design per Attachment 1 has not begun December 31, 2008, this Agreement shall terminate without further action by the parties.

Section 7. Amendment

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

Section 8. Notices

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

CITY:
City of Urbana
400 South Vine Street
Urbana, IL 61801

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

COUNTY:
County Board Chair
County of Champaign
1776 East Washington Street
Urbana, IL 61802

County Engineer
County of Champaign
1776 East Washington Street
Urbana, IL 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

Senior Assistant State's Attorney

Date: _____

Date: _____

Date of City Council Approval:

Date: _____

CITY OF URBANA
WINDSOR ROAD IMPROVEMENTS
PHILO ROAD TO HIGH CROSS ROAD

A. FINAL PLANS, TECHNICAL SPECIAL PROVISIONS, ESTIMATES, CONTRACT DOCUMENTS

The City shall:

1. Prepare schedules and summary of quantities and incorporate into construction plans.
2. Finalize construction plans and technical special provisions incorporating County and IDOT Preliminary Plan review comments.
3. Prepare construction cost estimate and contract documents.
4. Revise any necessary right-of-way or easement documents - prepare any documents not done with Preliminary plans. Deeds or easements from affected property owners will be procured by City Staff.
5. Document all matters relating to Final Plans, Technical Special Provisions, Estimates, Contract Documents.

B. BIDDING

The City shall:

1. Schedule bid opening with IDOT-BLR for a state let project. IDOT will handle advertisements, pre-bid conference, distribute plans and contract documents, issue addenda, verify IDOT prequalifications and award contract to lowest bidder.

C. CONSTRUCTION

The City shall:

1. Conduct preconstruction meeting with IDOT and the selected Contractor and subcontractors, utilities and staff from City and County engineering departments.
2. Establish and coordinate quality assurance/quality control procedures for construction.

3. Provide City assigned full-time Resident Engineer for construction inspection which shall be supplemented by County assigned construction inspection during the construction period. Provide for material testing to assure quality control on all materials.

4. Review shop drawings.

5. Review Contractor's request for payment (or prepare Engineers' Pay Estimate) on last day of the month and submit to State for approval.

6. Conduct final project inspections and observations.

7. Prepare record drawings at completion of construction.

8. Prepare necessary Change Orders.

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 STRUCTURE #010-3168 ON LINCOLN AVENUE

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 _____ day of _____, 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 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 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 #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, with the City and the Township to equally divide the local cost share (estimated to be 20% of the total cost) .

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 structure 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. 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 S. Vine St.
Urbana, IL 61801

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

TOWNSHIP:

Rick Wolken, Township Highway Commissioner
Township of Somer
2294 CR 1600 E
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 SOMER

BY: _____
TOWNSHIP ROAD COMMISSIONER

DATE: _____