



CHAMPAIGN COUNTY BOARD  
COMMITTEE AGENDA

**HIGHWAY & TRANSPORTATION**

**Friday, November 9, 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**

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I. **CLOSED SESSION** pursuant to 5 ILCS 120/2 (c) (5) to discuss the purchase of real property for the use of Champaign County.

J. **CLOSED SESSION** pursuant to 5 ILCS 120/2(c) (11) to discuss imminent Litigation on behalf of Champaign County.

7. **Approval of Closed Session Minutes:**

A. August 17, 2007 Performance Evaluation Subcommittee

B. September 17, 2007 Performance Evaluation Subcommittee

C. October 12, 2007

8. **Other Business**

9. **Determination of Consent Agenda Items**

10. **Adjournment**

CHAMPAIGN COUNTY BOARD  
COMMITTEE MINUTES

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HIGHWAY & TRANSPORTATION COMMITTEE

Friday, October 12, 2007 - 9:00 a.m.

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

**MEMBERS PRESENT:** Cowart, Beckett, Knott, Langenheim, Melin  
O'Connor

**MEMBERS ABSENT:** Bensyl, Carter, Jay

**OTHERS PRESENT:** Jeff Blue, John Cooper, Deb Busey

**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 and addendum; seconded by Knott. **Motion carried.**

**Approval of Minutes - September 7, 2007**

**MOTION** by Beckett to approve the minutes of September 7, 2007 as presented; seconded by Knott. **Motion carried.**

**Public Participation**

There was no public participation.

**Monthly Reports**

**County & Township Motor Fuel Tax Claims - September 2007**

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

**County Engineer**  
**Bid for Sweeper**

Mr. Blue explained this was in the 2007 budget, estimated at \$40,000, and with the huge amount of concrete surface in the new building this machine will keep the floor spotless. The only bidder was out of Peoria with a bid of \$35,586.41.

**MOTION** by Beckett to recommend County Board approval of the low bid of \$35,586.41 from AMSAN PEORIA; seconded by Langenheim.

Mr. Weibel asked if this machine could be used anywhere else. Mr. Blue explained it is a big machine and needs a big open area; it is also not advisable to use it outside.

**Motion carried.**

Ms. Melin arrived at 9:04 a.m.

**Washington Street Intergovernmental Agreement**

Mr. Blue stated he was directed months ago to try and get these agreements worked out so he had them drafted and sent them over to the City of Urbana. He heard from Bill Gray and they have not had time to review them so there is no action to take today. Because all of the agreements are attached to the agenda the committee has time to review them and see if anything raises a question. These are standard agreements and they are waiting to hear from Urbana to see if there are any legal issues.

**Windsor Road Intergovernmental Agreement**

**Lincoln Avenue Intergovernmental Agreement**

**MOTION** by Beckett to defer all three agreements to the November meeting; seconded by Knott. **Motion carried.**

### **Building Update**

Mr. Blue explained that all concrete work inside is complete; they are working on entrances on the outside. They are trying to get the building secured before the weather gets bad, everything is studded up in the office areas and the block interior walls are 85-90% up. They need to get all lots and storm sewers done by the first of November. The contractors are still saying January for completion of all interior work but it takes a lot of time to build a structure of this size so it may be later than January. When asked about the CAC coming down, he explained it needs to get down because a pond goes right under its location and it has to be completed this year.

### **Construction Update**

Mr. Blue explained they are working toward completion of County Highway 22 and by the November meeting they should be close to having that done. All of the bridge projects are completed for the year and they are looking at design of projects for next year.

### **Addendum**

#### **Bridge Petition - Newcomb Road District**

Mr. Blue explained this is work that is almost complete, the project was about \$20,000 and this asks for half of that money from the bridge fund.

**MOTION** by Knott 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 for Newcomb Road District; seconded by Beckett. **Motion carried.**

### **Other Business**

**Closed Session pursuant to 5 ILCS 120/2 (c) 1 to consider the employment, compensation, discipline, performance or dismissal of an employee**

**MOTION** by Beckett to enter into closed session pursuant to 5 ILCS 120/2 (c) 1 to consider the employment, compensation, discipline, performance or dismissal of an employee with the recording secretary remaining present; seconded by Knott. **Motion carried** with a 6/0 roll call vote. Voting yes were Cowart, Beckett, Knott, Langenheim, Melin and O'Connor.

The committee entered into closed session at 9:14 a.m.

The committee returned to open session at 9:19 a.m.

Mr. Knott stated Mr. Blue is doing a great job.

**Determination of Consent Agenda Items**

Committee consensus to include items 6 A and 6G on the County Board consent agenda.

**Adjournment**

**MOTION** by Beckett to adjourn the meeting; seconded by Knott. **Motion carried.**  
Ms. Cowart declared the meeting adjourned at 9:20 a.m.

Respectfully Submitted,

Tiffany Talbott  
Administrative Secretary

**PERFORMANCE APPRAISAL SUBCOMMITTEE  
HIGHWAY & TRANSPORTATION  
Meeting Room 2  
Brookens Administrative Center**

August 17, 2007

**MEMBERS PRESENT:** Cowart, Knott, Weibel

**OTHERS PRESENT:** Jeff Blue

Ms. Cowart called the meeting to order. A roll call confirmed each committee member was present.

**MOTION** by Knott to approve the agenda; seconded by Weibel. Motion carried.

**MOTION** by Knott to enter in executive session pursuant to 5 ILCS 120/2 (c) 1 to consider the employment, compensation, discipline, performance or dismissal of an employee; seconded by Weibel. Motion carried.

Ms. Cowart declared the meeting in closed session

Ms. Cowart declared the meeting back in open session.

There was on other business. Ms. Cowart declared the meeting adjourned.

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

November 9, 2007

## COUNTY MOTOR FUEL TAX CLAIMS FOR OCTOBER

Req No.	Payee	Description	Amount
57	Sodemann & Associates	Engineering Fees - CH. 18 (Monticello Rd) Section #07-00419-00-RS	7,336.69
58	Jeff Blue	Expenses - I.A.C.E. Fall Meeting Peoria 10/3-10/5/07	146.03
59	Varsity Striping	Pay Estimate #4 - Pavement Striping Section #07-00000-01-RS	22,500.00
			<hr/> <b>\$ 29,982.72</b> <hr/>

## TOWNSHIP MOTOR FUEL TAX CLAIMS FOR OCTOBER

Req No.	Payee	Description	Amount
			<hr/> <b>\$0.00</b> <hr/>

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROPRIATING COUNTY MOTOR FUEL TAX FUNDS  
FOR COUNTY ROADS MAINTENANCE  
FOR THE PERIOD FROM  
JANUARY 1, 2007 THRU DECEMBER 31, 2007  
SECTION #07-00000-00-GM

BE IT RESOLVED, the County Board of Champaign, that there is hereby appropriated the sum of Four Hundred Sixty-three Thousand Eight Hundred Thirty-nine Dollars and Ninety-three Cents (\$463,839.93) from the County's Motor Fuel Tax allocations for County Roads Maintenance and meeting the requirements of the Illinois Highway Code, and

BE IT FURTHER RESOLVED, that the above designated County Roads be maintained under the provisions of said Illinois Highway Code during the year ending December 31, 2007, and

BE IT FURTHER RESOLVED, that the County Engineer shall, as soon as practicable after the close of the period as given above, submit to the Illinois Department of Transportation, Division of Highways, on forms furnished by said Department, a certified statement showing expenditures from the balances remaining in the appropriation, and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, Springfield, Illinois, through its District Engineer.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of November A.D., 2007.

\_\_\_\_\_  
C. Pius Weibel, Chair  
County Board of the County of  
Champaign, Illinois

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk and  
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue  
County Engineer



**Illinois Department  
of Transportation**

**County or Township  
Estimate of Maintenance Costs**

County Champaign  
Road District \_\_\_\_\_  
Section 07 - 00000 - 00 - GM

	Estimated Costs
Day Labor/Labor & Equipment	<u>100,000.00</u>
Day Labor Materials*	<u>215,041.10</u>
Contract	<u>148,798.83</u>
Total Estimated Maintenance Cost	<u>463,839.93</u>
Maintenance Engineering	_____

Maintenance & Engineering Total Cost 463,839.93

\*List Materials for Day Labor Maintenance Operations

Maintenance Operation	Material				
	Type of Materials/ Point of Delivery	Unit	Quantity	Unit Price	Cost
General Surface Maintenance	Completed Signs - Various	Each	200	35.00	7,000.00
General Surface Maintenance	Sign Face Materials – Letters, Letters, Roll Goods	Various	Various	Various	1,000.00
General Surface Maintenance	Signs Posts	Each	300	20.00	6,000.00
General Surface Maintenance	Delineator Posts	Each	100	5.75	575.00
General Surface Maintenance	Delineators	Each	400	0.89	356.00
General Surface Maintenance	Cold Mix	Ton	50	65.00	3,250.00
General Surface Maintenance	Aggregate, Various	Ton	3,025	7.50	22,687.50
General Surface Maintenance	Asphalt, Various (F&S)	Gal.	33,534	1.60	53,654.40
General Surface Maintenance	Sodium Chloride (De-icing Salt)	Ton	2,000	44.56	89,120.00
General Surface Maintenance	Calcium Chloride (De-icing Liquid)	Gal.	4,200	0.60	2,520.00
General Surface Maintenance	Pipe Culverts	Various	Various	Various	10,000.00
General Surface Maintenance	Centerline Striping, 4"	L.F.	401,557	0.058	23,290.31
General Surface Maintenance	Edgeline Striping, 4"	L.F.	2046020	0.058	118,669.16
General Surface Maintenance	No Passing & Median Lines, 4"	L.F.	117,920	0.058	6,839.36
General Surface Maintenance	Hot Mix	Ton	150	60.00	9,000.00
General Surface Maintenance	Crack-sealing Material	Lb.	9,900	0.38	3,762.00
General Surface Maintenance	Boiler Slag	Ton	560	3.65	2,044.00
General Surface Maintenance	Spreading Boiler Slag	Ton	560	3.95	2,212.00
General Surface Maintenance	Spreading Aggregate	Ton	524	3.55	1,860.20
Labor & Equipment					100,000.00
	<b>Total Cost</b>				<b>463,839.93</b>

Submitted \_\_\_\_\_  
Date

Approved \_\_\_\_\_  
Date

\_\_\_\_\_  
Highway Commissioner

\_\_\_\_\_  
County Engineer/Supt. of Highways

Approved \_\_\_\_\_  
Date

\_\_\_\_\_  
Regional Engineer

Submit 4 copies for Road Districts  
Submit 3 copies for County

## **Public Works Mutual Aid Agreement**

This Public Works Mutual Aid Agreement (hereinafter "Agreement") is entered into by the following parties: the City of Champaign, the City of Urbana, the Village of Savoy, the County of Champaign, and the Urbana and Champaign Sanitary District.

*WHEREAS*, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

*WHEREAS*, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

*WHEREAS*, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

*WHEREAS*, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

*WHEREAS*, the Parties have entered into this Agreement to:

- (1) Protect the people and property in the participating municipalities from damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected person;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

*WHEREAS*, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

*NOW, THEREFORE*, the Parties agree as follows:

## **SECTION I: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

A. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, supplies, and any other resources needed to respond to a disaster.

B. "*AUTHORIZED REPRESENTATIVE*" means a party's employee who, by reason of his or her position, has been authorized, in writing by that party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each party's initial authorized representative, and the representative's title, is listed on Exhibit A, which is attached hereto and incorporated herein by reference. If the title of the authorized representative as listed by name in Exhibit A has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the party. In the event that the person who is listed as authorized representative is no longer employed by the party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the party indicates otherwise in writing. Each party's authorized representative shall be responsible to designate someone to supervise that party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

C. "*DISASTER*" means a calamitous event threatening loss of life or significant loss or damage to property, including, but not limited to flood, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary event, or biological or health disasters

D. "*MUTUAL AID RESOURCE LIST*" means the list attached hereto as Exhibit B listing the equipment, personnel and other resources that each party has available for the provision of aid and assistance to other parties.

E. "*PARTY*" means a municipality which has adopted and executed this Agreement.

F. "*PROVIDER*" means the party which has received a request to furnish aid and assistance from another party and has agreed to provide the same.

G. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. All state and local

governments must adopt NIMS in order to continue to receive federal preparedness funds. It is encouraged, however, not required for agencies participating in this mutual aid agreement to comply with the NIMS requirements.

H. "*RECIPIENT*" means the party requesting and receiving aid and assistance from a provider.

## **SECTION II: RESPONSIBILITY OF PARTIES**

A. *PROVISION OF AID*. Each party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the party's own citizens. This Agreement shall not be construed to impose an unconditional obligation on any party to provide aid and assistance. Rather, a party may, in good faith, withhold aid and assistance when it deems it necessary to do so in order to provide reasonable and adequate protection for its own community.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other municipalities to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement. Attention is specifically directed to the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

## **SECTION III: SEMI-ANNUAL REVIEW**

The Parties' authorized representatives shall meet semi-annually to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement to their respective governing bodies.

## **SECTION IV: PROCEDURES FOR REQUESTING ASSISTANCE**

A party shall not request mutual aid and assistance unless the requesting party first determines that the resources available within the stricken area are inadequate. After making that determination, the requesting party may, by the quickest means of communication available, communicate its request directly to one or more of the Parties to this Agreement. If the request is made orally, it shall be followed, as soon as practicable, by written confirmation of that request.

Each request for aid and assistance shall be accompanied by the following information, to the extent that such information is known or available:

- (1) Stricken Area and Status: A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date.
- (2) Services: Identification of the service function(s) for which assistance is needed and the particular type of aid and assistance needed.
- (3) Infrastructure Systems: Identification of the type(s) of public infrastructure system for which aid and assistance is needed (water/sewer, storm water systems, streets) and the type of aid and assistance needed.
- (4) Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed.
- (5) Facilities: The need for sites, structures, or buildings outside recipient's geographical limits to serve as staging areas for incoming emergency goods and services.
- (6) Meeting Time and Place: An estimated time and a specific place for a representative of recipient to meet the personnel and resources of any provider.
- (7) Interoperable Communication: A means of site communication such as a radio, cellular phone or HAM radio shall be provided by the requesting agency to the responding agency for use during operations.

The recipient shall be responsible for notifying the appropriate state and/or federal agencies when state and/or federal assistance is needed.

#### **SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES**

Each provider's authorized representative shall determine what personnel, equipment, and other resources are available to aid and assist the requesting party. If provider's authorized representative determines that provider has resources available to aid and assist the requesting party, provider's authorized agent shall so notify the requesting party. The provider shall complete a written description of the aid and assistance to be rendered (or a written rejection of the request) and shall transmit it to the recipient by the

most efficient means of communication. The provider's description of aid and assistance available shall contain the following information:

- (1) A list of the personnel, equipment, and other resources available.
- (2) The length of time such personnel, equipment, and other resources will be available to the recipient.
- (3) The estimated time when the aid and assistance will arrive at the location designated by the recipient's authorized representative.
- (4) The name(s) of provider's supervisory personnel.

Nothing in this section shall be deemed to require any party to this Agreement to provide aid and assistance to any recipient. Each party has the right to reject a request for aid and assistance.

#### **SECTION VI: SUPERVISION AND CONTROL**

A. *DESIGNATION OF PROVIDER'S SUPERVISORY PERSONNEL.* Provider shall designate a representative who shall serve as the person in charge of coordinating the work assigned to the provider's employees by the recipient. The recipient shall direct and coordinate the work being assigned to the provider(s) and the recipient's employees.

B. *RESPONSIBILITIES OF PROVIDER'S SUPERVISORY PERSONNEL.* Provider's supervisory personnel shall:

- (1) Have authority to assign work and establish work schedules for provider's personnel using communications equipment supplied by the provider. The provider should notify the recipient if it is unable to provide the necessary communications equipment.
- (2) Maintain a log describing the material, equipment, personnel and other aid and assistance actually furnished by the provider.
- (3) Report work in progress to recipient at mutually agreed intervals.
- (4) Will provide when necessary, documentation of professional qualifications, certifications and licenses as required by law of responding personnel. An example of documentation would be Water/Wastewater Operator credentials.

**SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

It is presumed that a provider's aid and assistance shall be given for an initial period of twelve (12) hours. Thereafter, assistance shall be extended as the provider and recipient shall agree. The twelve (12) hour period shall start when the aid and assistance departs from provider's location with the intent of going to recipient's location. The aid and assistance shall end when it returns to provider's location with the understanding between the provider and recipient that provision of aid and assistance is complete.

Provider may recall its aid and assistance at any time at its sole discretion. Provider shall make a good faith effort to give the recipient as much advance notice of the recall as is practical under the circumstances.

**SECTION VIII: DOCUMENTATION OF COST & REIMBURSEMENT OF COST**

A. *PERSONNEL* – Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *PROVIDER'S TRAVELING EMPLOYEE NEEDS* – Provider shall document the basic needs of provider's traveling employees, such as reasonable out-of-pocket costs and expenses of provider's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Provider shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Provider shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Provider's costs as documented in this section will only be reimbursed by recipient if recipient receives a monetary benefit, grant or disaster funding from a third party including, but not limited to, federal or state disaster relief.

## **SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

Whenever provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of provider.

## **SECTION X: WORKERS' COMPENSATION AND UNEMPLOYMENT COMPENSATION**

The Parties agree that recipient shall be responsible for payment of workers' compensation and unemployment compensation benefits owed to recipient's employees and that provider shall be responsible for payment of workers' compensation and unemployment compensation benefits owed to provider's employees.

## **SECTION XI: INSURANCE**

Each party shall bear the risk of liability for its and its employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each party understands and agrees that any insurance coverage obtained shall in no way limit that party's responsibility under Section XII of this Agreement to indemnify and hold the other parties to this Agreement harmless from such liability.

## **SECTION XII: INDEMNIFICATION**

Each party agrees to indemnify and hold the other parties, their officers, employees and agents, harmless from any liability arising out of the acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party also agrees to investigate, handle, respond to, provide defense for, and defend any such claims at the indemnifying party's sole expense and agrees to bear all other costs and expenses related thereto, including attorney's fees and costs of litigation.

## **SECTION XIII: AMENDMENTS; ADDITIONAL MEMBERS**

This Agreement may be amended only by unanimous written consent of the Parties. However, a recipient and a provider may, upon mutual written consent, amend any of the terms of this Agreement temporarily as between the recipient and provider when the amendment is reduced to writing and signed by both the Directors of Public Works (or equivalent position) and approved by their respective legal counsel. However, such amendment shall terminate when the provider terminates the provision of aid and assistance to the recipient.

Additional municipalities may become parties to this Agreement, provided that such municipalities:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to all other parties.
- (3) Provide the name and title of an authorized representative and a list of mutual aid resources to all other parties.

**SECTION XIV:                   NOTICES**

Notices and requests as provided herein shall be deemed given as the date the notices are deposited, by First Class Mail, addressed to the other party, to each of the party's representatives listed below and at the addresses specified herein, or such other address as is specified by the party in writing. Notices shall be sent to the following addresses:

To the City of Champaign	City Manager 102 N. Neil Street Champaign, Illinois 61820 and Public Works Director 702 Edgebrook Drive Champaign, Illinois 61820
To the City of Urbana	Chief Administrative Officer City of Urbana Post Office Box 219 Urbana, Illinois 61803
To the Village of Savoy	City Administrator 611 N. Dunlap Avenue Savoy, Illinois 61874
To the Urbana and Champaign Sanitary District	Executive Director P.O. Box 669 Urbana, IL 61803-0669
To the Champaign County Board Chair	County Board Chair 1776 East Washington Urbana, IL 61802
To the Champaign County Engineer	Jeff Blue 1776 East Washington Urbana, IL 61802

**SECTION XV: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION**

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any party may withdraw from this Agreement at any time by giving written notification to all other parties. The notice shall not be effective until sixty (60) days after the notice has been served upon the other parties, personally or by registered mail, return receipt requested. A party's withdrawal from this Agreement shall not affect that party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other parties until such time as it is terminated by unanimous written consent of all of the remaining parties.

**SECTION XVI: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

**SECTION XVII: SEVERABILITY – EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

**SECTION XVIII: EFFECTIVE DATE**

This Agreement shall be effective on the date last signed by an original party hereto. As to all subsequently added parties, the effective date as to that party shall be the date upon which the newly added party properly executes this Agreement.

**SECTION XIX: WAIVER**

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

**SECTION XX: EXECUTION OF COUNTERPARTS**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**SECTION XXI: PRIOR AGREEMENTS**

To the extent that prior agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual assistance between the parties hereto are suspended.

*NOW, THEREFORE*, each of the Parties have caused this public works mutual aid agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

*City of Champaign, Illinois*  
An Illinois Municipal Corporation

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

**APPROVED (as to form):**

By: \_\_\_\_\_  
City Attorney

*City of Urbana, Illinois*  
An Illinois Municipal Corporation

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

**APPROVED (as to form):**

By: \_\_\_\_\_  
City Attorney

*Village of Savoy, Illinois*  
An Illinois Municipal Corporation

By: \_\_\_\_\_  
Village Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Village Clerk

**APPROVED (as to form):**

By: \_\_\_\_\_  
Village Attorney

***Urbana and Champaign Sanitary District***  
An Illinois Municipal Corporation

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk

**APPROVED (as to form):**

By: \_\_\_\_\_  
Its Attorney

***County of Champaign, Illinois***  
An Illinois Municipal Corporation

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
County Clerk

**APPROVED (as to form):**

By: \_\_\_\_\_  
Its Attorney

**DULY AUTHORIZED REPRESENTATIVE For**

Name: Jeff Blue  
Title: County Engineer  
Address: 1776 E. Washington  
City/State/Zip: Urbana, IL 61802  
Phone: (217) 384-3800  
Fax: (217) 328-5148  
Pager: NA  
After Hours: (217) 202-8258

**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 0.5 mile east of High Cross Road, based upon the design prepared by Menard, Incorporated; 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, 2009 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 East 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

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

**Public Works Director**  
City of Urbana  
706 South Glover Avenue  
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:** \_\_\_\_\_

Prepared by:

Susan W. McGrath  
Senior Assistant State's Attorney  
Civil Division, Office of the Champaign County State's Attorney  
1776 E. Washington  
Urbana, IL 61802  
217/384-3776

ATTACHMENT 1  
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:** \_\_\_\_\_

Prepared by:

Susan W. McGrath  
Senior Assistant State's Attorney  
Civil Division  
Office of the Champaign County State's Attorney  
1776 E. Washington  
Urbana, IL 61802  
217/384-3776

**ATTACHMENT 1**  
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  
(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 \_\_\_\_\_ 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. Cost for utility adjustments and right of way acquisition shall be equally divided between the City and the Township. The City and the Township shall equally divide the local cost share for construction (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. 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 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: \_\_\_\_\_

Prepared by:

Susan W. McGrath  
Senior Assistant State's Attorney  
Civil Division  
Office of the Champaign County State's Attorney  
1776 E. Washington  
Urbana, IL 61802  
217/384-3776