

ATTACHMENTS GIVEN TO COMMITTEE AT MEETING

HIGHWAY & TRANSPORTATION

June 6, 2008

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1. Curtis Road Agreement – Amendment #3 (6A)

AMENDMENT # 3
TO AN INTERGOVERNMENTAL AGREEMENT FOR
CURTIS ROAD UTILITY RELOCATION BETWEEN THE CITY OF CHAMPAIGN,
VILLAGE OF SAVOY AND THE COUNTY OF CHAMPAIGN

(Wynstone Drive to Wesley Avenue)

THIS AMENDMENT clarifies and modifies “An Intergovernmental Agreement for the Construction of Curtis Road Between the City of Champaign, Village of Savoy and the County of Champaign” approved by the Champaign City Council in Council Bill 2001-275 on November 20, 2001, by the Champaign County Board on December 18, 2001, and by the Village of Savoy on December 19, 2001, hereinafter referred to as “the Agreement”.

WHEREAS, the City of Champaign (“City”), the Village of Savoy (“Savoy”), and the County of Champaign (“County”) find it to be in the best interest of the public to cause the relocation of utilities required for the construction of improvements to Curtis Road from Wynstone Drive to Wesley Avenue (“Project C”) in accordance with the design study report approved by Champaign County on June 30, 2004; and

WHEREAS, the Agreement provides that the City shall be the lead agency for the design, land acquisition, utility relocation and construction of Project C; and

WHEREAS, the County, Savoy and the City have agreed to share the costs of Project C.

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

1. **AmerenIP, Illinois-American, and AT&T Utility Relocation and Payment.** The City, as lead agency, shall contract with Illinois Power Company, d/b/a AmerenIP (AmerenIP); Illinois-American Water Company (Illinois-American); and AT&T; for the purpose of having each of the aforementioned companies relocate its utilities as necessary for Project C, and to provide for the City to reimburse each of said utilities for the entire cost of its utility relocation.

Said utility relocations shall hereinafter be collectively referred to as the “relocation of utilities,” or “utility relocation.” The cost for the relocation of utilities is estimated to be Five Hundred Fifty-Nine Thousand Dollars (\$559,000).

2. **Ameren, Illinois-American, and AT&T Utility Relocation Reimbursement.** The County shall reimburse the City for fifty percent (50%) of the actual utility relocation costs. The estimated County portion for such costs is approximately Two Hundred Seventy-Nine Thousand Five Hundred Dollars (\$279,500). Savoy shall reimburse the City for fifty percent (50%) of the actual AT&T utility relocation costs. The estimated Savoy portion for such costs is approximately Seventeen Thousand Dollars (\$17,000). Savoy shall also reimburse the City for thirty percent (30%) of the actual AmerenIP utility relocation costs. The estimated Savoy portion for such costs is approximately One Hundred and Fifty Thousand Dollars (\$150,000).

3. **University of Illinois Gas Main Relocation.** The City, as lead agency, shall contract with the University of Illinois (University) for the purpose of having the University relocate the University gas main for Project C, hereinafter referred to as the “gas main relocation,” and provide for the City to reimburse the University for the entire cost of said relocation. The cost for the gas main relocation is estimated to be Five Hundred Forty-Eight Thousand Dollars (\$548,000).

4. **University of Illinois Gas Main Relocation Reimbursement.** The County shall reimburse the City for fifty percent (50%) of the actual gas main relocation costs. The estimated County portion for such costs is approximately Two Hundred Seventy-Four Thousand Dollars (\$274,000). Savoy shall reimburse the City for thirteen percent (13%) of the actual gas main relocation costs. For the first Ninety-Five Thousand Dollars (\$95,000) of cost Savoy owes the

City, Savoy shall apply their Ninety-Five Thousand Dollar (\$95,000) credit from Curtis Road Phase I.

5. **Billing.** The City shall invoice the County and Savoy for their respective share of the Project costs. The City shall provide appropriate documentation to the County which will allow for reimbursement from County Motor Fuel Tax Funds. The City shall provide reasonable documentation to the County and Savoy regarding the actual cost of the work as costs are incurred for utility relocation. The County and Savoy shall pay invoices within thirty (30) days of receipt.

6. **Effective Date and Termination.** This Amendment #3 shall be effective on the date of the last of the City Council, County Board or Savoy Village Board to approve this Amendment. The parties agree that, if utility relocation has not begun by June 30, 2009, this Amendment #3 shall terminate without further action by the parties, but the Agreement shall remain in full force and effect.

7. **Continuation of Obligation.** All other terms and conditions of the Agreement shall remain in full force and effect and apply to this Amendment #3.

IN WITNESS WHEREOF, the parties have executed this Amendment #3.

CITY OF CHAMPAIGN

VILLAGE OF SAVOY

COUNTY OF CHAMPAIGN

By: _____
City Manager

By: _____
Village President

By: _____
Chair

Date: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____
Village Clerk

Attest: _____
County Clerk

APPROVED AS TO
FORM:

APPROVED AS TO
FORM:

APPROVED AS TO
FORM:

By: _____
City Attorney

By: _____
Village Attorney

By: _____
Its Attorney

City Council Approval
Date

Village Board Approval
Date

County Board Approval
Date

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