

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SAVOY AND
THE COUNTY OF CHAMPAIGN FOR PROJECT FUNDING

This Intergovernmental Agreement (hereinafter "Agreement") is effective as of [Insert Date] and is entered into by and between the Village of Savoy, a home rule Illinois municipal corporation and body politic (hereinafter "Village") and the County of Champaign, a body corporate and politic (hereinafter "County"), collectively referred to as "Parties".

RECITALS

WHEREAS, Article VII Section 10 of the 1970 Constitution of the State of Illinois authorizes Village 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 the Village and the County to enter into this cooperative agreement with respect to the jurisdiction, maintenance, design, and construction of roads and streets; and

WHEREAS, the Village and the County have a responsibility to provide for an adequate roadway system for the travelling public and desire to work collaboratively to perform this function as efficiently and effectively as possible; and

WHEREAS, improvement of the Curtis Road corridor, between Prospect Avenue to First Street, along with construction of a grade separation structure at the crossing of Curtis Road and the Canadian National/Illinois Central Railroad Corridor, and associated rail track realignment, has been jointly planned and advocated by the Village and the County for several decades; and

WHEREAS, improved roadways and creation of a grade separation rail crossing will provide for improved emergency response and economic vitality, at benefit to both parties, and the entire region, and

WHEREAS, the Village successfully was awarded over \$22.6M in federal funds to complete the Curtis Road Grade Separation and Complete Streets Project, in part thanks to generous and continuous support from the County; and

WHEREAS, other State and local government partners and community stakeholders have committed funding to the Curtis Road Grade Separation and Complete Streets Project; and

WHEREAS, the County desires to formalize its funding commitment to the Curtis Road Grade Separation and Complete Streets Project, as outlined in the successful grant award, as further enumerated in this Agreement.

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

Section 1. Incorporation of Recitals. The recitals of this Agreement are deemed accurate and true and are hereby incorporated into this Section as if set out herein in full.

Section 2. Definitions.

- (a) "Jurisdiction" means the authority and responsibility to administer, control, construct, maintain and operate all elements of the area within the right-of-way (ROW) of a road highway, including within any permanent and temporary construction easements associated with said responsibilities.
- (b) "Maintenance" means the performance of all activities necessary to keep a highway in serviceable condition for vehicular traffic.
- (c) "ROW" means land or interest therein acquired for or devoted to a highway, including any easements for the purposes of administering said highway.
- (d) "Highway" means and public way for the purposes of conveying multiple modes of transportation, including pedestrians, bicycles, and vehicles, which has been laid out in pursuance of any law of this State. The term "highway" includes ROW, pavements, curbs, parkways, sidewalks, bikeways, drainage structures, channels, stormwater conveyance and management systems, signs, traffic signals, protective structures and all other structures and appurtenances necessary or convenient for conveyance of multiple modes of transportation as described herein.

"Expense" includes costs for general services such as appraisers, ROW agents, attorneys, engineers, and other consultants; and costs for the procurement of the required materials, equipment, and labor for specific items or activities; as necessary for the completion of the project.

- (e) "Project" is defined as services, materials, equipment, and labor required to complete the construction of Curtis Road Grade Separation and Complete Streets Project from Prospect Avenue to First Street, including the construction of a grade separation structure as set forth in Exhibit "A."

Section 3. Lead Agency. The Village shall serve as the Lead Agency for the Project; managing the procurement of all professional services and construction, as needed to provide for the completion of the Project in its entirety.

Agreement continues on the next page.

Section 4. Phases. The Project shall be completed in phases in accordance with Illinois Department of Transportation (IDOT) accepted terminology.

- (a) Phase I includes preliminary design engineering activities such as historical, cultural, environmental, and biological assessment and compliance, traffic studies, noise abatement studies, development of project alignment, geographical limits, and the determination of vertical as well as horizontal geometry, assessment of ROW needs, as well as preliminary opinion of probable costs.
- (b) Phase II work includes final design to include development of final design plans, project estimate, preparation of ROW acquisition documents, ROW acquisition costs and all other costs associated with preparing the project for an IDOT Letting (IDOT bid process).
- (c) Phase III costs include all construction related costs including procurement of labor, equipment, materials, and services as needed to construct the Project including construction engineering services as required by IDOT to construct the Project.

Section 5. General Responsibilities Assigned to the Village. In addition to serving as Lead Agency, the Village also agrees to manage the work of the service providers and consultants, as needed, and to administer any grants related to the Project. The Village, working with and through their service providers, shall manage and complete all ROW acquisition required to build and maintain the Project.

Section 6. General Responsibilities Assigned to County. The County shall provide for the necessary administrative actions necessary to provide for the funding and execution of timely payments for costs of services rendered for the completion of Phase III of the work as outlined herein.

Section 7. Descriptions, Responsibilities, Schedule, and Costs. Attached hereto, as Exhibits A through D, are detailed project description, project maps, an anticipated project schedule, and an outline of project costs. The Village shall pay for the entirety of the Phase I and Phase II project engineering costs. The Village and the County shall share in the costs of Phase III. The County share of the construction funding shall be \$862,500. The Village will pay for the remaining local share of the project construction costs. While Village costs may vary based on the actual project cost, the County share will not increase.

Section 8. Invoices and Reimbursement Procedures. IDOT will award and administer all contracts utilizing Federal and or State funds and invoice the Village for the local share of the project costs. After receiving each invoice from IDOT, the Village will subsequently invoice the County for twenty percent of the invoice, until such time as the \$862,500 County share has been realized. Upon request, the Village shall provide the reasonable and appropriate documentation regarding the actual cost of the Project, as related to the County's share. Reimbursement payments shall be made by the County to the Village in accordance with 50 ILCS 505, "Local Government Prompt Payment Act".

Section 9. Jurisdiction and Maintenance. The maintenance and jurisdictional responsibilities for the constructed improvements from Prospect Avenue to First Street along the Curtis Road corridor shall be the responsibility of the Village. IDOT will continue to maintain jurisdiction of the U.S. Route 45 corridor, and Canadian National Railroad will continue to maintain jurisdiction of the railroad corridor. The County shall not have any maintenance responsibilities, nor shall the County have any jurisdictional responsibilities for the resulting improvements.

Section 10. Assignment. This Agreement shall be binding on the Parties and their respective successors and assigns, provided however, that neither Party may assign this Agreement, or any obligations imposed hereunder, without the prior written consent of the other Party.

Section 11. Confidentiality and Ownership of Documents. In the performance of the Project, the Village and the County may have access to certain information, belonging to the other Party, which is not generally known to others ("Confidential Information"). Both Parties agree not to use or disclose to any third party, except as required by court order or applicable law, any Confidential Information or any records, reports, or documents prepared or generated because of this Agreement without the prior written consent of the other Party. The terms of this section shall survive the expiration or termination of this Agreement.

Section 12. Termination. If Phase III work has not commenced by January 1, 2030, either party may declare its intent to withdraw from this Agreement with ninety (90) days written notice. Upon receipt of such written notice, and substantively prior to the expiration of the ninety (90) day notice period, the Parties shall meet to identify and, to the best of their ability, to resolve cause for the delay; mutually agreeing to a plan for a resolution which allows the Project to continue. If a plan of resolution is not accepted by the Parties within ninety (90) days of the written notice of intent to withdraw from this Agreement, either Party shall have the right to terminate this Agreement. Upon such termination, the future liabilities of the Parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

Section 13. Entire Agreement and Amendment. This Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the Parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both Parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

Agreement continues on the next page.

Section 14. Notices. All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE VILLAGE:

Village Administrator
Village of Savoy
611 N. Dunlap Avenue
Savoy, IL 61874-8406

WITH COPY TO:

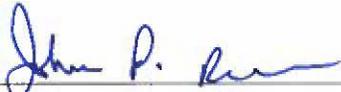
Marc Miller, Village Attorney
Miller and Hendren
P.O. Box 980
Champaign, IL 61824

IF TO THE COUNTY:

County Executive
County of Champaign
1776 E. Washington Street
Urbana, IL 61802-4516

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

VILLAGE



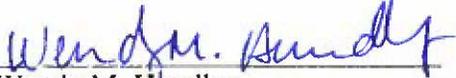
John P. Brown
Village President

COUNTY



Steve Summers
County Executive

ATTEST



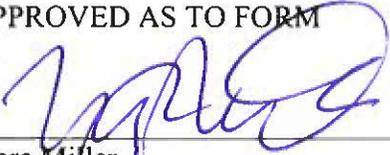
Wendy M. Hundley
Village Clerk

ATTEST



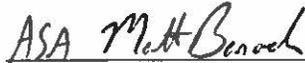
Aaron Ammons
County Clerk

APPROVED AS TO FORM



Marc Miller
Village Attorney

APPROVED AS TO FORM



ASA M.H. Benoch
Authorized Representative
on behalf of the State's Attorney

EXHIBIT A
PROJECT DESCRIPTION

Length & Width: Four through lanes with center turn lane roadway with approximately 150 feet of right-of-way, with a Total Length of approximately 6,715 feet.

Highway Components: This project will include design, acquisition of all ROW, excavation, and embankment as necessary to build the project. The project will also include required utility relocations, pavement construction, installation of drainage structures and facilities, signage, and traffic signals at the intersection of Curtis Road and U.S. Route 45 as well as intersection improvements, landscaping, and roadway lighting along the corridor.

Grade Separation Structure: The project will include design, right-of-way acquisition, utility relocations, and construction activities as necessary to construct a railroad grade separation structure with rail being routed over the roadway at the intersection of Curtis Road and the Canadian National/Illinois Central railroad. The grade separation structure work will also include track realignment and railroad embankment work as necessary to construct the grade separation structure. The realignment and rail embankment work is anticipated to occur between limits of Church Street and Winsor Road.

**EXHIBIT B
PROJECT COSTS**

Based on preliminary estimates provided with the federal grant application the anticipated project costs are as follows.

COST CLASSIFICATION	ITEM COST
Administration and Legal Expenses	\$135,300
Land, Structures, Right-of-Way	\$1,213,000
Relocation Expenses & Payments (Utilities)	\$3,367,700
Architectural and Engineering Fees	\$3,146,000
Project Inspection Fees	\$2,621,000
Site Work	\$760,300
Demolition & Removal	\$753,100
Construction	\$21,947,200
Equipment	\$1,125,500
Miscellaneous	\$1,596,300
Subtotal	\$36,665,400
Contingencies (10%)	\$3,700,000
Total Costs	\$40,365,400
Local Funding	
Champaign County	\$862,500
Village of Savoy	<u>\$1,341,300.00</u>
Total Anticipated Local Funding	\$2,203,800.00

**EXHIBIT C
ANTICIPATED PROJECT SCHEDULE**

The anticipated project schedule is as follows.

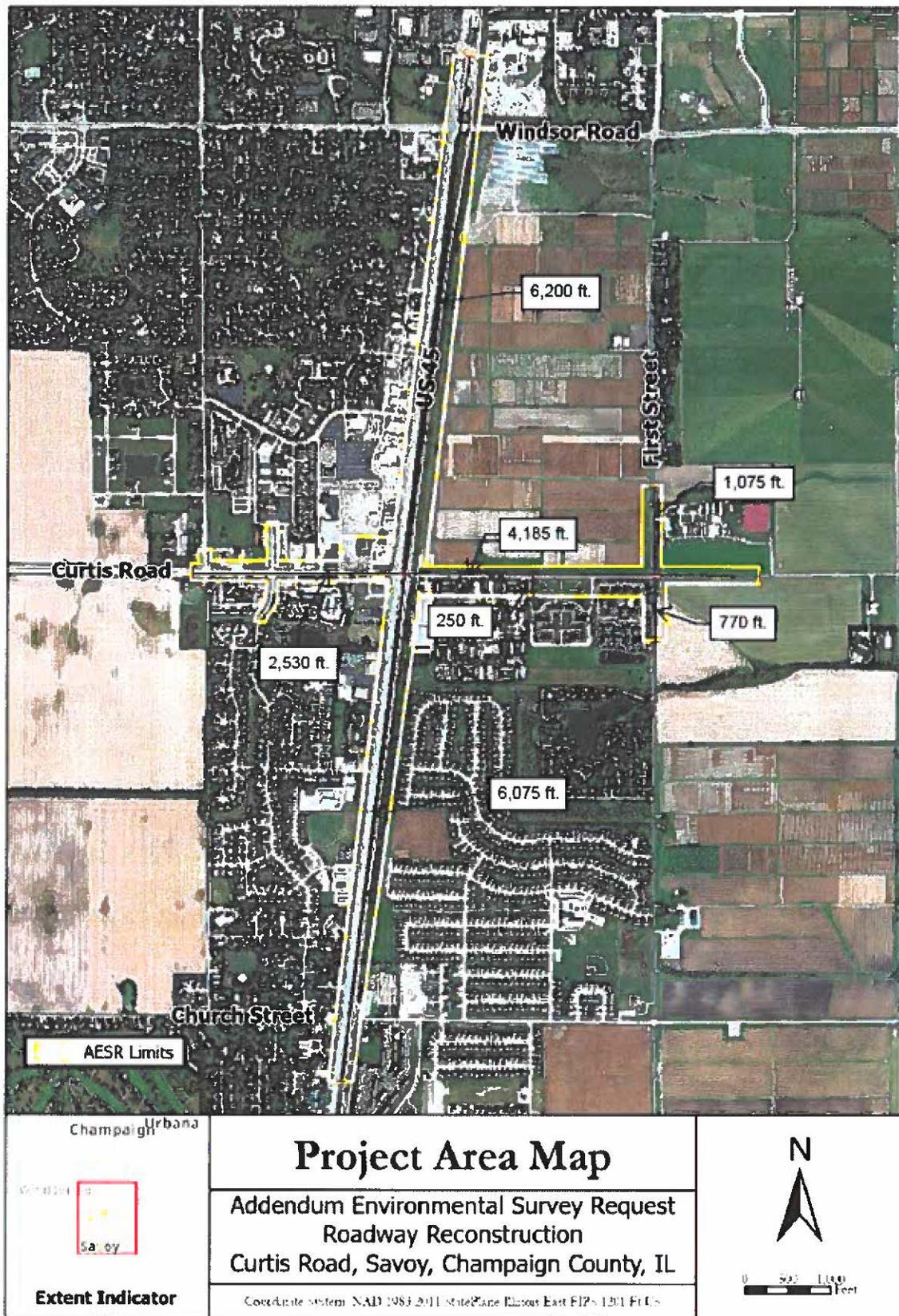
Phase I & II Engineering Design	November 2022	to	November 2025
Project Letting (IDOT bidding)	November 2025		
*Phase III (Construction Phase)	March 2026	to	November 2028

*Construction (Phase III) funding would need to be available during calendar years 2027 to 2028.

**EXHIBIT D
PROJECT AREA MAP**

The project shall generally be located with the limits of the project limit map D-1 and map D-2 shown on the following pages.

APPENDIX D
MAP D-1



APPENDIX D
MAP D-2

