

**URBANA CITY COUNCIL
MEETING OF COMMITTEE OF THE WHOLE
AGENDA
(Jim Hayes, Chair)**

DATE: Tuesday, May 29, 2001
TIME: 7:30 P.M.
LOCATION: Urbana City Council Chambers
400 South Vine Street

AGENDA:

1. Call to Order and Roll Call
2. Additions to the Agenda and Staff Report
3. Minutes of the Previous Meeting
4. Public Input
5. Ordinance No. 2001-05-049: An Ordinance Amending Schedule J of Section 23-183 of the Urbana Local Traffic Code Prohibiting Parking at All Times on Certain Streets (Guardian Drive)
6. Ordinance No. 2001-05-050: An Ordinance Amending Schedule L of Section 23-187 of the Urbana Local Traffic Code Prohibiting Parking in Specified Places (Cardinal Court, Federal Drive, and Anderson Street)
7. Ordinance No. 2001-05-051: An Ordinance Approving a Permanent License Agreement With the Board of Trustees of the University of Illinois for the Installation of Utilities Along Nevada Street (Chilled Water Lines)
8. Resolution No. 2001-05-016R: Resolution for Improvement by Municipality Under the Illinois Highway Code (University Avenue)
9. Resolution No. 2001-05-017R: Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code (FY 2001 MFT Street Resurfacing Contract)
10. Motion: A University of Illinois requested house move (1003 West Nevada to 1208 West Nevada)
11. Direction to publish notice (Philo Road Annexations)
12. Budget Discussion
13. Social Service Recommendations
14. Adjournment

Committee of the Whole

May 29, 2001

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Items Not For Action, Information Purposes Only:

Traffic Commission Agenda



**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

ENGINEERING

MEMORANDUM

TO: Bruce K. Walden, Chief Administrative Officer

FROM: William R. Gray, Public Works Director
Joseph L. Smith, Senior Civil Engineer

DATE: May 8, 2001

RE: Ordinances from Traffic Commission

Attached are two ordinances for your approval from action taken by the Traffic Commission.

The ordinance (Schedule L) is for the painting of yellow curbs at several locations. The first location is on the west side of Federal Drive to the north and south of Cardinal Court. This yellow zone is being installed to provide better visibility for approaching traffic on Cardinal Court looking both ways down Federal Drive. At the same location yellow curb is being painted on both sides of Cardinal Court from the west curb line of Federal Drive to a point 63 feet west of the centerline of Federal Drive. This ordinance will bring the intersection into compliance with the visibility triangle ordinance for an uncontrolled tee intersection. The second location is in the 500 block of Anderson Street on the west side of the street. A resident on the east side of the street is having difficulty backing out of their driveway due to the narrow street recently built under the Neighborhood Streets and Walks Program. This yellow curb is 31 feet in length and located at mid-block and will not create any hardships for area residents. Residents were contacted and no negative comments were received.

The ordinance (Schedule J) is for the prohibition of parking at all times on Guardian Drive from University Avenue to Butzow Drive. This recently constructed pavement is four lanes and currently unmarked for parking restrictions. The ordinance will ensure no vehicles park along this stretch and impede vehicle movements.

The Traffic Commission has considered these locations at its May 2001 meeting and recommends that the ordinances be passed by the City Council.

Prepared by: _____

Joseph L. Smith, P.E.
Senior Civil Engineer

William R. Gray, P.E.
Public Works Director

AN ORDINANCE AMENDING SCHEDULE J OF SECTION 23-183 OF THE URBANA LOCAL TRAFFIC CODE PROHIBITING PARKING AT ALL TIMES ON CERTAIN STREETS

(Guardian Drive)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That Schedule J of Section 23-183, entitled "Parking Prohibited At All Times On Certain Streets" of Article XIV of the Urbana Local Traffic Code, is hereby amended by ADDING to that schedule the following portion of a street where no person shall park a vehicle at any time:

<u>Street</u>	<u>Between</u>	<u>Side of Street</u>
Guardian Drive	from University Avenue to Butzow Drive	Both

Section 2. All ordinances, resolutions, motions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

PASSED by the City Council this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Tod Satterthwaite, Mayor

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois.

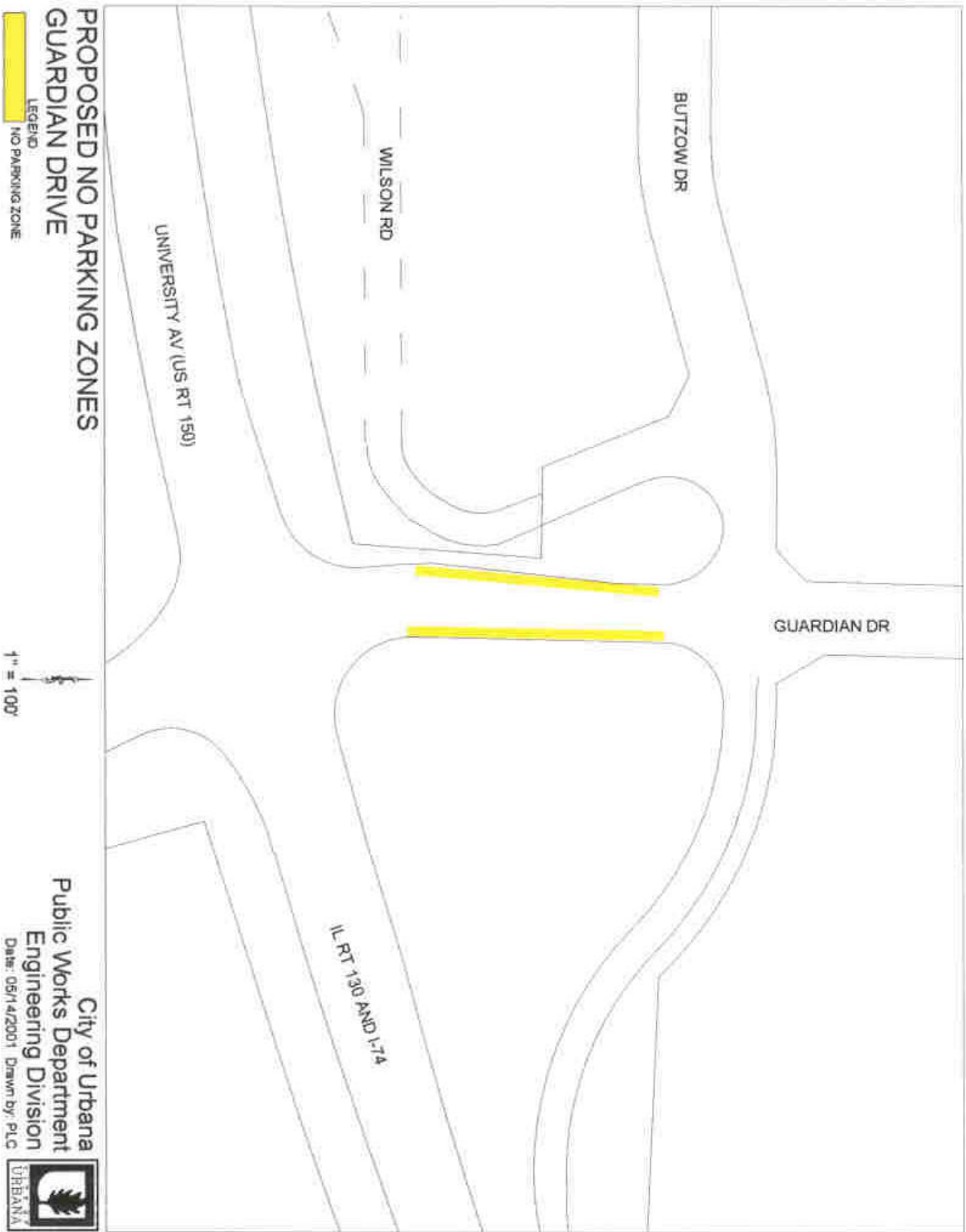
I certify that on the _____ day of _____, the corporate authorities of the City of Urbana passed and approved Ordinance No. _____, entitled "AN ORDINANCE AMENDING SCHEDULE J OF SECTION 23-183 OF THE URBANA LOCAL TRAFFIC CODE PROHIBITING PARKING AT ALL TIMES ON CERTAIN STREETS (Guardian Drive)," which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____ was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the _____ day of _____, _____, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

DATED at Urbana, Illinois, this _____ day of _____, _____.

SEAL

CITY CLERK





**PROPOSED YELLOW CURB PAINTING
500 BLOCK S. ANDERSON**

SCALE 1" = 50'

City of Urbana
Public Works Department
Engineering Division
Date: 05/14/2011 Drawn by: PLC



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**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

ENGINEERING

MEMORANDUM

TO: Bruce K. Walden, Chief Administrative Officer

FROM: William R. Gray, Public Works Director
Joseph L. Smith, Senior Civil Engineer

DATE: May 8, 2001

RE: Ordinances from Traffic Commission

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The ordinance (Schedule L) is for the painting of yellow curbs at several locations. The first location is on the west side of Federal Drive to the north and south of Cardinal Court. This yellow zone is being installed to provide better visibility for approaching traffic on Cardinal Court looking both ways down Federal Drive. At the same location yellow curb is being painted on both sides of Cardinal Court from the west curb line of Federal Drive to a point 63 feet west of the centerline of Federal Drive. This ordinance will bring the intersection into compliance with the visibility triangle ordinance for an uncontrolled tee intersection. The second location is in the 500 block of Anderson Street on the west side of the street. A resident on the east side of the street is having difficulty backing out of their driveway due to the narrow street recently built under the Neighborhood Streets and Walks Program. This yellow curb is 31 feet in length and located at mid-block and will not create any hardships for area residents. Residents were contacted and no negative comments were received.

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The Traffic Commission has considered these locations at its May 2001 meeting and recommends that the ordinances be passed by the City Council.

Prepared by: _____

Joseph L. Smith, P.E.
Senior Civil Engineer

William R. Gray, P.E.
Public Works Director

AN ORDINANCE AMENDING SCHEDULE L OF SECTION 23-187 OF THE URBANA LOCAL TRAFFIC CODE PROHIBITING PARKING IN SPECIFIED PLACES

(Cardinal Court, Federal Drive, and Anderson Street)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That Schedule L of Section 23-187, entitled "Parking Prohibited in Specified Places," of Article XIV of the Urbana Local Traffic Code, is hereby amended by ADDING to that schedule the following curbing that is to be painted yellow:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Side of Street</u>
Cardinal Court	From the centerline of Federal Drive	Both Sides	
	to 63 feet west of Federal Drive.		
Federal Drive	From 75 feet south of the centerline	West Side	
	of Cardinal Court to 90 feet north		
	of the centerline of Cardinal Court.		
Anderson Street	From 119 feet north of the centerline	West Side	
	of California Avenue to 150 feet north		
	of the centerline of California Avenue		

Section 2. All ordinances, resolutions, motions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council

PASSED by the City Council this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Tod Satterthwaite, Mayor

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois.

I certify that on the _____ day of _____, the corporate authorities of the City of Urbana passed and approved Ordinance No. _____, entitled "AN ORDINANCE AMENDING SCHEDULE L OF SECTION 23-187 OF THE URBANA LOCAL TRAFFIC CODE PROHIBITING PARKING IN SPECIFIED PLACES (Cardinal Court, Federal Drive, and Anderson Street)," which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____ was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the _____ day of _____, _____, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

DATED at Urbana, Illinois, this _____ day of _____, _____.

SEAL

CITY CLERK



**PROPOSED YELLOW CURB PAINTING
500 BLOCK S. ANDERSON**

SCALE 1" = 50'

City of Urbana
Public Works Department
Engineering Division
Date: 06/14/2001 Drawn by: PLC



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**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION**

M E M O R A N D U M

TO: Bruce K. Walden, Chief Administrative Officer
FROM: Glenn Berman, Manager of Engineering and Administration
DATE: May 22, 2001
RE: University of Illinois
Utility License Agreement, Nevada and Oregon Streets

INTRODUCTION

The University of Illinois is continuing with its extensive utility installation project of chilled water, steam, potable water, electric and telecommunication facilities. The next phase will begin this summer with installation of chilled water lines on Gregory Drive between Mathews Street and Dorner Drive (all U of I streets), chilled water lines on Nevada Street between Goodwin Avenue and Gregory Street and an electric duct crossing on Oregon Street between Gregory Street and Lincoln Avenue (see attached Exhibit 1).

Attached is a license agreement between the City of Urbana and the University of Illinois for the installation of the identified utilities. This agreement is identical in concept to the utility license agreement that the City granted to the U of I for the North Research Park area on October 2, 2000. The City, by this agreement, is not vacating any right-of-way. There are no license fees associated with this agreement. This agreement protects the City of Urbana so that all City infrastructure will be repaired and restored to a satisfactory condition. Where metered spaces are temporarily removed from service, the City will be reimbursed our standard rental rate of \$5 per day per metered space.

BUDGET IMPACTS

The license agreement will have no adverse budgetary impact, as revenue lost from metered parking spaces that are out of service will be reimbursed. There will be Engineering Division staff time spent in reviewing plan documents and inspecting and monitoring City right-of-way for compliance with specifications.

RECOMMENDATION

It is recommended that the attached ordinance be approved and that the Mayor and City Clerk be authorized to sign a "Permanent License Agreement Between The City Of Urbana, Illinois And The Board Of Trustees Of The University Of Illinois For The Installation Of University Utilities Along Nevada Street And Oregon Street."

ORDINANCE NO. 2001-05-051

**AN ORDINANCE APPROVING A LICENSE AGREEMENT
WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
FOR THE INSTALLATION OF UNIVERSITY UTILITIES
ALONG NEVADA AND OREGON STREETS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as

follows:

Section 1. That a Permanent License Agreement Between the City of Urbana, Illinois, and the Board of Trustees of the University of Illinois for the installation of university utilities along Nevada and Oregon Streets, in the form of a copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Tod Satterthwaite, Mayor

This document prepared by
and after recording return to:

UNIVERSITY OF ILLINOIS
258 Henry Administration Building
506 South Wright Street
Urbana, Illinois 61801
Attn: Steven Veazie

Permanent Index
Numbers: See Exhibit 1

**PERMANENT LICENSE AGREEMENT BETWEEN
THE CITY OF URBANA, ILLINOIS AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
FOR THE INSTALLATION OF UNIVERSITY UTILITIES
ALONG NEVADA STREET AND OREGON STREET**

This Agreement (“Agreement”) by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter “City”), and the THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body politic and corporate of the State of Illinois (hereinafter “University”; City and University collectively the “Parties”), made and entered into in consideration of the mutual promises contained in this Agreement, and in a spirit of cooperation and goodwill pursuant to the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., which authorizes public agencies to cooperate in the performance of their powers, privileges, and authority by contract: WITNESSETH:

PROJECT SCOPE

In connection with the construction of the following utilities as depicted on Exhibit 1: a chilled water line and chilled water return line for a Chilled Water System, a steam tunnel with pipe for steam service and an electrical duct bank and wire installation, the University seeks a non-exclusive permanent license in the License Area as illustrated on Exhibit 1. The City and the University acknowledge that the Project is being constructed by the University for the use of the University under plans approved by both the City and the University. References herein to University responsibilities shall be construed to apply to University responsibilities before, during and after the Project has been initially constructed.

Article 1. DEFINITIONS

- a) “City” shall mean the City of Urbana, Illinois.
- b) “Public Property” shall mean public right-of-way owned by or under the control of the City and any improvement thereon or therein, including but not limited to paved streets, alleys, sidewalks, grass, vegetation, trees, street lights, traffic signs and signals, water mains, utilities, and any other improvement or equipment located thereon or therein within the License Area.
- c) “University” shall mean The Board of Trustees of the University of Illinois, together with its subsidiary corporations and entities and their respective successors.
- d) “Utilities” shall be defined as all cables, fibers, conduit, pipe, ducts, tunnels, and other structures for the provision, transmission or conveyance of services including, but not limited to: electricity, communication signals, water, steam, compressed air, steam condensate, chilled water, chilled water return, gas, storm water and sanitary sewerage, and all structures appurtenant thereto including manholes, handholes, nodes, vents, surface inlets, valves, valve boxes, lift stations, transformers and other structures and devices directly related to the provision, transmission or conveyance of the aforementioned services.

Article 2. BASIC LICENSE AGREEMENT

- a) License. The City hereby grants to the University a nonexclusive permanent license to construct, maintain, inspect, protect, repair, operate, replace, retain, and use the Project in, under, upon, along, and across the Public Property owned by or under the control of the City subject to the rights of any public utility or other person or entity currently having rights, licenses, or easements in and about the Public Property or existing on the Public Property.
- b) License Term. This nonexclusive license shall extend for such period (the “Term”) as the University continues to use and maintain the Project or any part thereof in good repair and use the Project for the express intended purposes, but shall lapse and terminate upon a default by the University under this Agreement, after written notice from the City specifying the default, and failure of the University to cure the default within a reasonable period of time, cessation of such use or as otherwise provided in this Agreement. In the event of such termination the University shall either remove the Project or any part thereof or the Project, or any part thereof, may be abandoned by the University upon concurrence of the City. If the Project or any part thereof is removed, the removal shall be at the University’s sole cost and expense and shall be done in a timely manner and substantially in accordance with the City’s request for such removal. Upon any such removal or abandonment, the University shall restore the Public Property to substantially the condition it was immediately after the completion of the Project.

- c) License Subordinate. It is expressly understood and agreed that the license herein granted is, and shall be at all times, subordinate to the City's use of the Public Property for purposes normally associated with public right-of-way; accordingly, if necessary to accommodate repair or construction of City utilities or improvements to the right-of-way, the University shall, as its sole cost, be obligated to relocate any portion of the Project installed in the public right-of-way, pursuant to this Agreement, if directed in writing to do so by the City Engineer, or, as otherwise agreed to by the City and the University. For example, if it would be less expensive for the University to pay increased incremental costs of the City to locate City utilities in a different location, the City and the University shall consider such alternatives in good faith.
- d) Nonexclusive License. This nonexclusive license shall apply to the License Area as defined in this Agreement.

Article 3. INFORMATION REQUIREMENTS

The University shall cooperate with regard to proposed actions that may reasonably be expected to affect the Public Property, the operations, or facilities of the City. The University will provide information to the City for review and comment as to proposed plans for construction or development of the Project. Such information shall be provided to the City within sufficient time such that the City may provide meaningful comment prior to the time of implementation.

Whenever this agreement provides that the City may request the University to perform some act or actions, although the City retains the absolute right to control its public property, if the University disputes the reasonableness of the request then, at the request of the Chancellor of the University, the Chief Administrative Officer, or designee, shall meet with the Chancellor, or designee, in an effort to resolve the matter.

Article 4. CONSTRUCTION AND MAINTENANCE ON PUBLIC PROPERTY

(a) Permits, Construction and Costs.

- 1) Permits. The University shall obtain all permits required by the codes and ordinances of the City ("Permits") prior to commencing any construction work on the Project and prior to commencing all subsequent repairs or excavations in the Public Property or soon as practicable after the commencement of repairs, but in any event not longer than three business days after the commencement of emergency construction, repair or excavation in the Public Property. For all repairs and emergency construction the University hereby agrees to give notification to the City. The University shall not be charged any fee required by the City's codes and ordinances for the Permits, whether for construction or subsequent repairs, but the permits may include such reasonable additional requirements for scheduling, directions, traffic control and any other matters relating to the same, as the City, in its discretion, may from time to time require.
- 2) Construction.

- a) General. The Project shall be constructed in a workmanlike manner. The lines shall be so located, relocated, maintained and installed so as to not unduly injure the Public Property of the City, any equipment or other improvements of other utilities, or property of another, but should the Public Property of the City, equipment or other improvements of another utility, or property of another be injured by such location, relocation, maintenance or installation, the University shall at its own expense, forthwith repair or cause repair to the Public Property or other property damaged to the satisfaction of the City Engineer, substantially in accordance with usual City practices and standards in effect at the time of such injury.
 - b) The University shall cause the conduct of construction, reconstruction, repair, relocation or maintenance work in the Public Property in such a manner that such work will cause as little interference as reasonably possible with the pedestrian and vehicular traffic or any lawful use of the right-of-way, and shall abide by the scheduling directions, if any, requested by the City Engineer.
- (b) Submission of Plans: Plans and Specifications. Prior to the commencement of the Project, the University shall submit complete plans and specifications to the City for timely review. Such plans include a traffic control plan if traffic will be impacted temporarily, and shall substantially comply with generally accepted engineering practice. The University shall use as guidelines the following documents: the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Standard Specifications for Traffic Control Items, Standard Specifications for Water and Sewer Main Construction in Illinois, statutes and ordinances of general applicability to such work in effect within the City, and UIUC Building Standards of Construction for New Construction and Remodeling on Campus, as amended from time to time.
- (c) Approval of Plans. The approval of such plans shall not be denied unless written notice of the reasons are provided to the University and shall not be unreasonably denied. The review may be based on reasonable requirements with respect to scheduling, traffic control, or construction means, methods, or materials as the City Engineer may require in accordance with usual City practices and standards. The plans shall be deemed to be approved unless the City delivers a written notice of disapproval within forty-five (45) days after receipt of the plans.
- (d) Approval of Utility and Pavement Grades. Prior to installing the Project, in, under, over, along, across or upon Public Property, the University shall obtain the approval of the utility and pavement grades from the City and shall install the Project to the grades substantially as reviewed. If the University fails to lay a utility or pavement substantially to the approved grade, the University shall, if required by the City, remove and relocate the Project or any part thereof and shall pay the entire cost of such relocation.

- (e) Notice of Construction. The University shall notify the City of the planned date of construction and shall commence such construction in as timely a manner as practicable.
- (f) Quality of Work: Damage to Others' Property. The Project constructed in, under, over, adjacent to or upon Public Property shall be constructed in a workmanlike manner substantially in accordance with the plans approved by the City. The Project shall be so relocated, maintained, and operated so as to not unduly injure or interfere with the Public Property, any equipment or other improvements of other utilities, or the property of another. Should the Public Property, any equipment or other improvements of other utilities, or the property of another be injured by such relocation, maintenance, or operation, the University shall repair or cause repair to the Public Property or other property damaged provided that such damage is caused by the negligent or intentional actions of the University and/or its agents or employees.
- (g) Scheduling. The University shall conduct its construction, reconstruction, repair and maintenance work involving the property of the City in such a manner so as to minimize the interference with pedestrians and traffic caused by such work.
- (h) Restoration of Site. The University, upon completion of construction, repair, or excavation in the Public Property, shall repair the surface to a neatly graded condition. All Public Property disturbed by the University shall, to the extent practicable, be expeditiously restored to a condition substantially the same as before the University disturbed it. Vegetation disturbed by construction, repair, or excavation shall be replaced, to the extent practicable, and grass shall be replaced with sod or seed, as the City shall approve. In the event that any Public Property shall become uneven, unsettled, or otherwise require repair or replacement because of the disturbance by the University, the City shall give written notice of such condition; provided, however, that verbal notice shall suffice in the event of an emergency. The University shall, within ten (10) business days of receipt of notice from the City and entirely at its own cost, cause such Public Property to be repaired or restored as provided above. The University shall keep all structures which it shall construct and equipment on the Public Property in safe condition at all times.
- (i) Parking Revenue. The University agrees to reimburse the City for each of the City's metered parking spaces(s) taken out of service temporarily for the period of construction at an amount of \$5 per day for any day the metered space is out of service. The reimbursement shall be for only those days the meters are in effect.
- (j) Failure to Comply: Remedy. If the University or contractors engaged by the University fails to comply with the provisions of subsection (h) of this section after written notice and expiration of the cure period provided in (h) above, the City may, repair or restore or cause to be repaired or restored, the Public Property or improvement as provided above, at the University's expense.
- (k) Site Safety. The University shall maintain or cause to be maintained such barriers and danger signals during construction, relocation, repair or renewal work performed on

Public Property or adjacent thereto as will reasonably avoid damage to life, limb, and property and shall use as guidelines: The State of Illinois Uniform Manual of Traffic Control Devices, The Illinois Department of Transportation Traffic Control Plans for Construction and Maintenance Projects, or as otherwise required by the City in accordance with the City's usual practices.

- (l) Physical Inspection. The University shall permit the inspection of the Project by the City to determine compliance with law or the provisions of this Agreement. Except in case of an emergency, any such inspection shall be conducted during normal business hours, with the verbal concurrence by the appropriate construction representative of the University. Any such inspection shall be conducted through any person acting under the direct supervision and responsibility of a professional engineer, or other qualified professional.
- (m) As-Built Drawings. Within 60 days following completion of the Project, the University shall furnish to the City, as-built drawings of the Project as constructed on the Public Property in accordance with this Agreement.
- (n) Adjustment of Grade. The University shall adjust to the proper elevation all appurtenances related to the Project at any time any street rehabilitation, repair or reconstruction is made or on behalf of the City.
- (o) Damage to Trees. It is acknowledged that trees located on Public Property may be subject to temporary or permanent damage as a result of the location and nature of the Project. The University accordingly agrees to reimburse the City for any and all costs or expenses that it may incur in connection with the repair of any such affected tree or trees, including but not limited to, extraordinary trimming, fertilization, and watering of any such tree or trees as jointly determined by the City Arborist or other designated Agent of the City (the "Arborist") and the Supervisor of Grounds or other designated agent of the University for a period of five (5) years from and after the date of any excavation in connection with the Project pursuant to this Agreement. The Parties further agree that in the event any such affected tree or trees is jointly determined by the City Arborist and Supervisor of Grounds during any such five (5) year period to be irrevocably damaged, the University shall pay for or reimburse the City for any and all reasonable costs or expenses that the City may incur in connection with the removal of such affected tree or trees as well as the replacement of any such affected tree or trees so removed. Such replacement of any tree or trees so removed shall be made with such new tree or trees as reasonably and mutually determined by the University Supervisor of Grounds and the City Arborist. Any determination made by the City Arborist and Supervisor of Grounds pursuant to this section shall not be arbitrary or capricious. The University may replace such tree or trees rather than reimbursing the City for any and all reasonable costs or expenses the City may incur in connection with removal of such affected tree or trees.
- (p) Liability and Indemnification.

- 1) To the extent permitted by law, the University agrees to protect, indemnify, hold and save harmless and defend the City, its officers and employees, against any and all losses, claims, demands, costs, causes, expenses and fees, including reasonable attorney's fees and the reasonable value of any services rendered by any employee of the City, incurred by reason of any suit or any other claim or demand for injury or damages arising in favor of any person, including the University or any contractors, agents or employees of the University, on account of or in connection with any breach or other violation by the University of any of the obligations or other terms and conditions imposed upon or assumed by the University pursuant to this Agreement or by reason of or in connection with any loss, injury, personal injury or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the rights granted to the University under this Agreement, whether or not such loss, damage, injury or liability is contributed to by the condition of the Public Ways or other property, improvement of facilities thereon, whether latent or patent, or from any other cause whatsoever, except if the condition of the Public Way is the sole cause of such loss or damage (which condition has not been caused by the University), and except the sole negligence or willful and wanton conduct of the City or any of its officers, employees, agents or contractors. The City shall provide written notice of any claim or suit to the University pertaining to the license granted by the Agreement, and shall provide such other information and cooperation in accordance with the terms of the liability self-insurance plan of the University.
 - 2) The University hereby represents and covenants that it may lawfully provide insurance coverage to the City in connection with the obligations as set forth in subsection (1) of this section without such obligations being subject to the availability of funds which may be lawfully applied thereto. The University accordingly agrees to provide to the City, upon execution of this Agreement, a certificate of such coverage under the liability self-insurance plan of the University dated July 1, 1992, insuring the City as a "Contracting Party" with coverage having a maximum limitation of \$1,000,000.00. If such liability self-insurance plan shall ever be modified or replaced by the University, the University agrees to provide the City, at the University's own expense, coverage under any such modified or replaced plan as is equivalent to that provided in such existing liability self-insurance plan.
 - 3) The University will require that the City be indemnified and held harmless by any general contractor employed for work on the property covered by this Agreement. Further, the University will require that a certification of insurance, naming the other City as an additional insured, shall be furnished to the City by any such contractor.
- (q) The University agrees to make its best efforts to maintain contractors on the Project and to work toward its timely completion, barring inclement weather or other situations beyond the University's control.

Article 5. WORK BY CITY OR ABUTTING OWNERS

- a) Reservation/Non-Exclusive Rights. The City reserves the right to lay, and permit to be laid, Utilities, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing bodies of the City in, across, along, over or under any Public Property occupied by the University, and to change any curb or sidewalk or the grade of any street. In performing or permitting such work to be done, the City shall not be liable to the University for any damage so caused, nor shall the City be liable to the University for any damages arising out of the performance by the City or its contractors or subcontractors, except for damages that arise out of performance by the City or its contractors or subcontractors that willfully or negligently damage any portion of the Project; provided, however, nothing herein shall relieve any other person or corporation from liability for damage to the Project of the University. Prior to commencement of work permitted by this Section, the City shall provide notice to the University, including the details of the proposed work, and give the University an opportunity to respond, in order to avoid damages to the Project in the proposed work area.
- b) Abutting Owners. In the event that the governing body of the City authorizes abutting landowners to occupy space under the surface of its Public Property, such grant to the abutting landowner shall be subject to the rights herein granted to the University.

Article 6. LICENSE FEE

The University shall pay no fee to the City for the license herein granted.

Article 7. AUTHORIZED UNIVERSITY REPRESENTATION

The University designates the Vice Chancellor for Administrative Affairs and Human Resources or his/her designee to act on behalf of the University as the designated Authorized University Representative in connection with all duties and obligations of the University pursuant to this Agreement. Whenever under the provisions of this Agreement, the University is required to take some action at the request of the City, such request shall be provided by the City to the authorized representative.

Article 8. VIOLATION OF AGREEMENT

If the University fails or neglects to comply with any or all of the provisions of this Agreement (unless by valid order of a court of competent jurisdiction, the University is otherwise directed, or unless the compliance by the University with such provision is prohibited or adjudged unlawful by a valid order of a court of competent jurisdiction), the City shall provide written notice thereof to the University and the University shall have a reasonable period of time to commence and diligently cure the default. If the University fails to cure the default, the City may apply to a court of competent jurisdiction to seek University's compliance with any term or provision of this Agreement and/or any damages

caused by the University's noncompliance with any term or provision of this Agreement, excluding consequential damages. In addition, if the University fails to pay the City any amount due for any reason, in violation of this Agreement and continues in noncompliance after notification in accordance with Article 9 of this Agreement, the City may terminate this Agreement immediately.

Article 9. NOTIFICATION OF VIOLATION

The City shall notify the University that violations of this License Agreement or ordinances or regulations of the City relating to the use of Public Property have occurred, and the University shall respond in writing, unless a shorter time is provided for herein, within 15 business days after receipt of such notice; provided that the University shall have a reasonable time to commence and diligently cure the default if a cure cannot reasonably be completed within the 15 business day period.

Article 10. AVAILABILTY OF FUNDS, CONSTITUTIONAL AND STATUTORY LIMITATIONS AND REPRESENTATIONS

- a) All commitments by the University are subject to the availability of funds, which may be lawfully applied thereto.
- b) All commitments by the University are subject to constitutional and statutory limitations and restrictions binding on the University.
- c) Neither this Agreement, nor any obligation hereunder shall create any debt, indebtedness, liability or obligation of the State of Illinois within the meaning of any applicable statutory or constitutional restriction or limitation pertaining to debts or other evidence of indebtedness, and the State shall not be liable hereon nor shall this Agreement, or any obligation of the University hereunder, create any liability or indebtedness of the University under any such statutory or constitutional restriction or limitation prior to the time when any payment hereunder, or any renewal hereof, becomes actually due and payable and then only for an amount which is not in excess of funds in the hands of the University at the time when any such payment becomes actually due and payable, and which may under any such statutory or constitutional restriction or limitation be specifically and properly applied to the payment of the same.
- d) Each of the Parties hereby, as applicable to each, represents and covenants that each has the power and authority to enter into this Agreement, has duly authorized the execution and delivery of this Agreement, and that neither this Agreement nor anything contained herein contravenes or constitutes a default under any other agreement, instrument or indenture or any other requirement of law as the same respectively concern each Party.
- e) Sovereign Immunity. The University has voluntarily entered into this Agreement. The University, as an instrumentality of the State of Illinois, maintains its position that it has sovereign immunity and is not subject to the jurisdiction of the Circuit Court or to the

City's processes, rules, regulations, and ordinances. The City disputes the University's assertion of sovereign immunity. This Agreement shall not be deemed nor construed as a waiver by either Party of its position on the issues of sovereign immunity and jurisdiction.

Article 11. ASSIGNMENT

This Agreement shall not be assignable without the express consent of the City Council of the City, such consent to be evidenced by an ordinance or resolution that fully recites the terms and conditions, if any, upon which such consent is given.

Article 12. VACATION OF NOTICES

So long as this Agreement remains in effect, the City will not, by ordinance or otherwise, vacate any portion of street, alley, or public way in the License Area without written notice to the University and without reserving such rights as necessary to comply with the terms of this Agreement.

Article 13. DELIVERY OF NOTICES

Any notices required or permitted hereunder shall be in writing and shall be delivered via certified mail, addressed to the Parties as follows, unless otherwise indicated in the future.

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

The Board of Trustees
University of Illinois
354 Henry Administration Building
506 South Wright Street
Urbana, IL 61801

AND

Vice Chancellor for Administration and Human Resources
University of Illinois
517 Swanlund Administration Building
601 E. John Street
Champaign, IL 61820

Provided, however, that in the case of any emergency, notices may be given verbally to any agent of the above named. Notice shall be deemed given three days after date of mailing.

Article 14. AMENDMENT

This Agreement shall be subject to amendment by the mutual written agreement of the Parties. Any article or separate agreement incorporated herein by reference that contains a provision providing for termination of the provisions of such article or separate agreement may be terminated in accordance with the terms of such provisions.

In witness to their Agreement, the Parties have executed this document this _____ day of _____, 2001.

CITY OF URBANA

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Mayor

By: _____
Comptroller

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Secretary, Board of Trustees

By: _____
Vice Chancellor for Administrative
Affairs and Human Resources

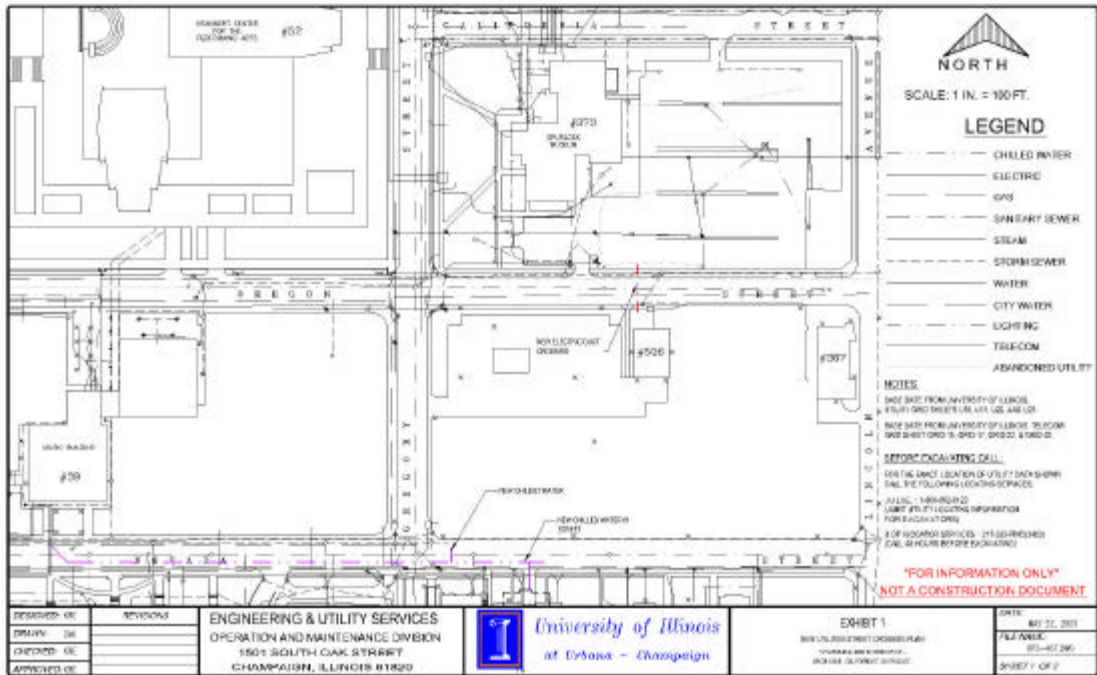
By: _____
Chief Facilities Officer

APPROVED:

APPROVED (as to form):

By: _____
Legal Counsel

By: _____
Legal Counsel





**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

M E M O R A N D U M

TO: Bruce Walden, Chief Administrative Officer
FROM: Joseph L. Smith, Senior Civil Engineer
William R. Gray, Director of Public Works
DATE: May 24, 2001
RE: Route 150 (University Avenue) Street Improvement

INTRODUCTION

The Illinois Department of Transportation, the City of Urbana and Urbana Township desire to improve U.S. Route 150 (University Avenue). This project is warranted and necessary due to the increased traffic and safety needs of this stretch of highway from Guardian Drive to High Cross Road.

The work shall primarily consist of widening and resurfacing University Avenue from Guardian Drive to High Cross Road to create a bi-directional left turn lane. The existing traffic signals will be modernized and permanent at Smith Road and University Avenue and High Cross Road and University Avenue. New sidewalks will be installed along the north side of the improvement at the City's request. IDOT will be responsible for preparing plans and specifications, receiving bids and awarding the contract, furnishing engineering inspection during construction and causing the improvement to be built in accordance with the plans, specifications and contract. Funding for the project is being split approximately 66% Federal funds, 30% State of Illinois, 3.7% City of Urbana and 0.3% Urbana Township. Attached is the necessary documentation to complete this project.

ISSUES AND DISCUSSION

This attached City-State Agreement requires two resolutions and two ordinances be passed by the City Council. The third ordinance required by this Agreement is already in existence (Section 24-43 of the Urbana Code of Ordinances) and is included in the Agreement as Exhibit C. They are as follows:

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION.

This Resolution authorizes the Mayor and City Clerk to execute and deliver the agreement on behalf of the City of Urbana.

2. A RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE.

This resolution appropriates the necessary MFT funds for the project.

3. AN ORDINANCE AMENDING SCHEDULE J OF SECTION 23-183 OF THE URBANA LOCAL TRAFFIC CODE PROHIBITING PARKING AT ALL TIMES ON CERTAIN STREETS.

This ordinance meets the requirements of the Agreement to prohibit parking within the limits of this improvement.

4. AN ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT-OF-WAY IN THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS.

This ordinance meets the requirements of the Agreement to prohibit encroachments on public right-of-way within the limits of this improvement.

FISCAL IMPACTS

This project is being designed and the contract administered by Illinois Department of Transportation (IDOT) personnel. Therefore, there will be no direct City staff managing this project.

As outlined in the attached agreement, the City's share of the estimated \$675,000 cost is \$62,183 or 3.7%. As you will find in the cost breakdown in the agreement, there are several items requested by the City that are 100% our cost or shared partially with IDOT. A contingency of 12% is being added to our share to bring the total share of our portion to \$70,000. It is anticipated that actual costs will be less than this amount. The cost breakdowns and splits have been reviewed and are found satisfactory. These costs are estimates and may increase or decrease depending on actual bids received. All City funds for this project are to be Motor Fuel Tax funds.

RECOMMENDATION

It is recommended that the City Council approve the resolutions and ordinances as outlined herein at its regularly scheduled meeting of June 4, 2001.

Prepared by:

Joseph L. Smith, P.E.
Senior Civil Engineer

William R. Gray, P.E.
Public Works Director

RESOLUTION NO. 2001-05-016R

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
THE ILLINOIS DEPARTMENT OF TRANSPORTATION

(University Avenue)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an agreement by and between the City of Urbana, Illinois, and the Illinois Department of Transportation, in the form of the copy of said agreement attached hereto and hereby incorporated, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this _____ day of _____, 2001

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2001

Tod Satterthwaite, Mayor

FAP Route 808 (U.S. Route 150)
Section 201 (W,RS)
Champaign County
Job No. C-95-066-97
Agreement No. JN-501005
Contract No. 90885

AGREEMENT

This agreement entered into this _____ day of _____, A.D., 20____, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the City of Urbana; of the State of Illinois, hereinafter called the CITY; and Urbana Township, of the State of Illinois, hereinafter called the TOWNSHIP.

WITNESSETH

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 2.13 kilometers (1.32 mi.) of U.S. Route 150, starting from University Avenue to Illinois Route 130; State Section 201 (W,RS), by widening, resurfacing the existing pavement to provide through traffic lanes in each direction, a bi-directional turn lane, making improvements on High Cross Road; installing traffic signals with combination mast arms for high-way lighting; installing emergency vehicle pre-emption systems; constructing new sidewalk, constructing curb and gutter, and storm sewer system for highway drainage and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY and the TOWNSHIP are desirous of said improvement in that same will be of immediate benefit to the CITY and TOWNSHIP residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments, subject to reimbursement by the CITY, and TOWNSHIP as hereinafter stipulated. The STATE will negotiate and coordinate with the CXS Railroad for the adjustment of their railroad facilities.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Type of Work	STATE RESPONSIBILITY				LOCAL PARTICIPATION				Total
	FEDERAL REIMBURSIBLE		STATE MATCHING		CITY RESPONSIBILITY		TOWNSHIP RESPONSIBILITY		
	Cost	%	Cost	%	Cost	%	Cost	%	
All constr. Costs excluding the following	\$ 994,400	80	\$248,500	20	NA		NA		\$ 1,243,000
Traffic signals work University/Guardian Drive	\$ 7,200	80	\$900	10	\$900	10	NA		\$ 9,000
Traffic signal work at Smith Road	\$ 48,800	80	\$6,100	10	\$3,050	5	\$3,050	5	\$ 61,000
Traffic signal work at High Cross Road	\$ 57,600	80	\$10,800	15	\$3,600	5	NA		\$ 72,000
Emergency Vehicle Pre-emption Systems - Smith and High Cross Road	NA		NA		\$9,500	100	NA		\$ 9,500
Wiring & luminaires for highway lighting - Smith and High Cross Rd	NA		NA		\$5,500	100	NA		\$ 5,500
City Requested Sidewalks	NA		\$ 25,000	50	\$25,000	50	NA		\$ 50,000
Sub Total	\$ 1,108,000		\$ 291,400		\$47,550		\$3,050		\$ 1,450,000
P&C Engr. 15%	NA		\$ 208,810		\$7,133		\$ 457		\$ 217,500
Right of way	NA		NA		\$7,500		NA		\$ 7,500
TOTAL	\$ 1,108,000		\$ 501,310		\$62,183		\$3,507		\$ 1,675,000

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals by the CITY excluding the Emergency Vehicle Pre-emption, shall not exceed \$10,854, which represents 125% of their estimated construction and engineering cost shown above.

Participation toward the traffic signals by the TOWNSHIP not exceed \$ 4,384, which represents 125% of their estimated construction and engineering cost shown above.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof
5. The CITY further agree that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 95% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
6. The CITY, and further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.
7. It is mutually agreed that upon award of the contract for this improvement the TOWNSHIP will pay the STATE in a lump sum, an amount equal to 95% of its obligation incurred under this agreement, and will pay the STATE the remainder of the obligation in a lump sum upon completion of this project base upon final cost
8. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit B", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
9. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit C".
10. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit D"

11. The CITY, agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along University Avenue without the consent of the STATE.

12. The CITY, shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
13. The CITY agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
14. Upon final field inspection of the improvement and so long as University Avenue is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the two through traffic lanes, the bi-directional lane lying 1.8 meters (6 feet) on either side of the centerline and the left-turn and right-turn lanes, each lane being 3.6 meters (12 feet) and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
15. Upon final field inspection of the improvement, the CITY, agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including the, sidewalks, parkways, guardrails, crosswalk and stopline markings, CITY, owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids, plus structural failures to a maximum length of 3.66 meters (12 feet) between adjacent manholes. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.
16. Upon final field inspection of the improvement, the TOWNSHIP, agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including the improvements made at the intersection of High Cross Road.

It is further agreed that the entire cost of operation and maintenance of the Fire Preemptor System shall continue as outlined in the existing Joint Agreement between the STATE, CITY, and TOWNSHIP, executed on December 23, 1997.

17. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

<u>Intersection</u>	<u>Level of Maint.</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
US Route 150 @ Guardian Drive	I		
STATE Share		100%	NA
CITY Share			100%
US Route 150 @ Smith Road Drive	I		
STATE Share		50%	NA
CITY Share		25%	100%
TOWNSHIP Share		25%	NA
US Route 150 @ High Cross Road	I		
STATE Share		100%	NA
CITY Share		NA	100%

It is mutually agreed that the actual traffic signal maintenance will be performed by the CITY, either with its own forces or through an ongoing contractual agreement.

It is further agreed that the traffic signals shall be maintained to at least the Level of Maintenance shown above and specified in the attached "Exhibit E" made a part hereof.

It is understood that the Level of Maintenance I meets the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

It is also understood that if, in the judgement of the STATE, the CITY has not provided adequate maintenance for those traffic signals which it has been assigned to maintain, the STATE will, upon giving 30 days written notice, arrange for the appropriate maintenance efforts and bill the CITY for its share of the costs.

The CITY agrees to bill the STATE for its proportionate share of the traffic signal maintenance costs on a three-month basis. The amount billed shall be the actual costs incurred less any third party damage claims received during the billing period for repair of traffic signals that are the responsibility of the billed party. Any proposed expenditures in excess of \$5,000 for repair of damage to any single traffic signal installation must be approved by the billed party before the expenditure is made. The STATE reserves the right to examine the records of the CITY to determine that costs billed are fully documented.

The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The CITY agrees to pay their proportionate share of this cost as billed by the local power company.

The STATE retains the right to control the sequence and timing of the traffic signals. Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.

The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of twenty (20) years from the date of its execution or so long as the traffic signals covered by the terms of this Agreement or any amendment hereto remain in place either in their current or some modified configuration, whichever is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

18. The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The CITY agrees to pay their proportionate share of this cost as billed by the local power company.
19. The CITY and TOWNSHIP agrees to provide written approval of that portion of the plans and specifications relative to the CITY's and TOWNSHIP's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
20. Obligations of the STATE and CITY, and TOWNSHIP will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
20. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY OF URBANA

Attest:

Clerk

(SEAL)

By: _____

TITLE: _____

Date: _____

URBANA TOWNSHIP

By: *James R. Keith*

Township Road Commissioner

Date: 5/23/01

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

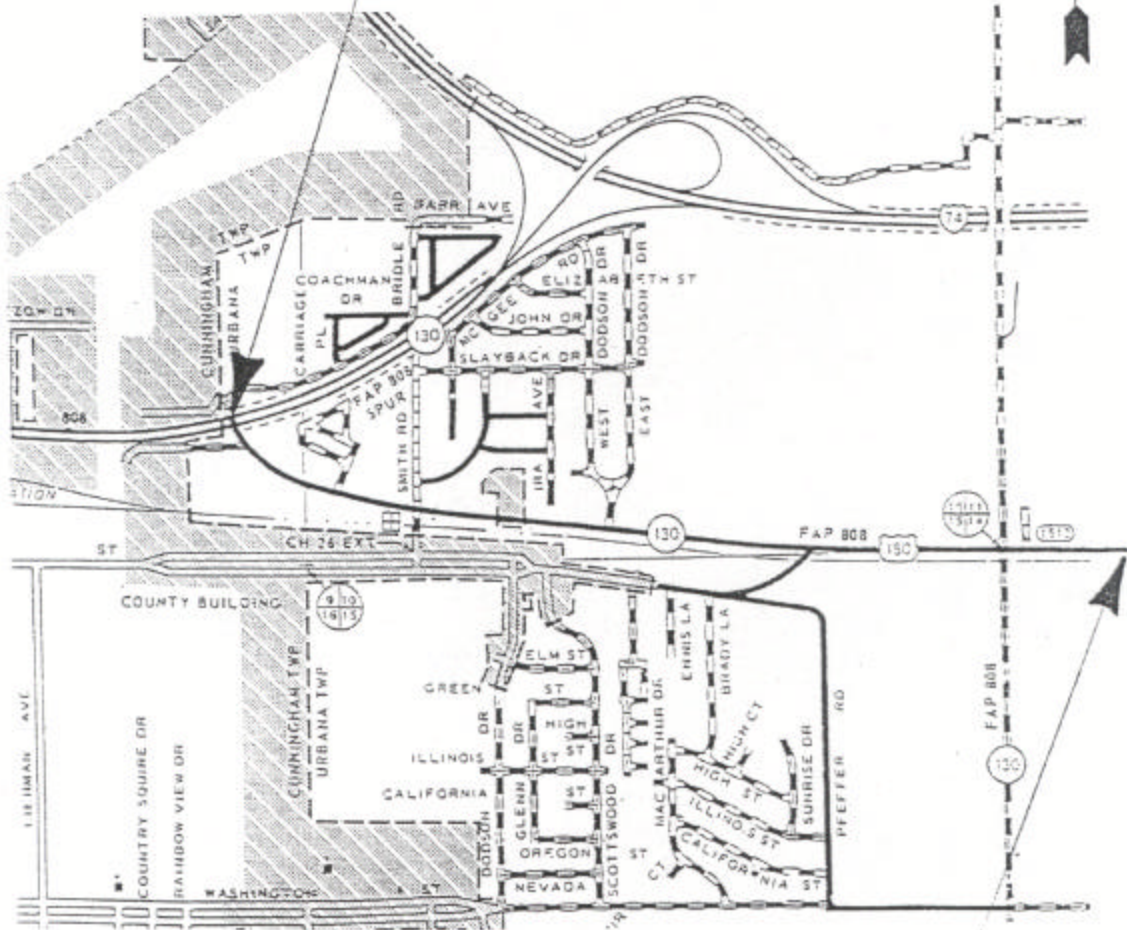
District Engineer

Date: _____

sjt34.doc

LOCATION MAP

SECTION BEGINS
STA. 28+962.00



SECTION ENDS
STA. 31+175.00



Resolution for Improvement by Municipality Under the Illinois Highway Code

(University Avenue)

BE IT RESOLVED, by the Council of the City of Urbana Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Rows include University Ave(US 150) and High Cross Rd.(Ill130).

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of widening and resurfacing University Avenue to provide a bi-directional turn lane and two through lanes; making improvements to High Cross Road; installing traffic signals with combination mast arms for highway lighting at Smith Rd. and University Ave. and at High Cross Rd and University Ave. and other incidental construction

and shall be constructed wide and be designated as Section 01-00369-00-PV

2. That there is hereby appropriated the (additional Yes No) sum of Seventy thousand Dollars (\$70,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract Specify Contract or Day Labor ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

APPROVED Date Department of Transportation District Engineer

I, Phyllis D. Clark Clerk in and for the City of Urbana County of Champaign, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council at a meeting on June 4, 2001 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) Clerk City, Town or Village

ORDINANCE NO.

**AN ORDINANCE AMENDING SCHEDULE J OF SECTION 23-183 OF THE URBANA LOCAL TRAFFIC CODE
PROHIBITING PARKING AT ALL TIMES ON CERTAIN STREETS**

(University Avenue)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

SECTION 1: That Schedule J of Section 23-183, entitled "Parking Prohibited at All Times on Certain Streets" of Article XIV of the Urbana Local Traffic Code, is hereby amended by ADDING to that schedule the following portion of a street where no person shall park a vehicle at any time:

<u>Street</u>	<u>Between Street</u>	<u>& Street</u>	<u>Side of Street</u>
University Avenue	Guardian Drive Limits	Eastern City	Both

SECTION 2: All ordinances, resolutions, motions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 3: This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

SECTION 4: The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this _____ day of _____, 2001.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2001.

Tod Satterthwaite, Mayor

provision shall not be effective for installation or discharges prior to the date of enactment of the ordinance from which this subsection is derived. (Code 1975, § 27.12; Ord. No. 7879-1, § 1, 7-10-78)

Sec. 24-40. Powers and authority of inspectors.

(a) The director of public works and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all properties during reasonable hours for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this division. The director or any representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers of waterways or facilities for waste treatment.

(b) While performing the necessary work on private properties referred to in subsection (a), the director of public works or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company.

(c) The director of public works and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on the easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved. (Code 1975, § 27.14)

Sec. 24-41. Protection from damage.

No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the

sanitary or storm sewerage systems. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. (Code 1975, § 27.13)

Sec. 24-42. Penalties.

(a) Any person found to be violating any provision of this division except section 24-41 shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

(b) Any person who shall continue any violation beyond the time limit provided in subsection (a) of this section, shall be guilty of an unlawful act, and on conviction thereof shall be fined for each violation as provided in section 1-10.

(c) Any person violating any of the provisions of this division shall become liable to the city for any expense, loss or damage occasioned by the city by reason of such violation. (Code 1975, § 27.15)

Sec. 24-43. Discharge into storm sewer prohibited.

No person shall discharge or cause to be discharged any substance into any storm sewer or stormwater ditch other than storm surface water, groundwater, roof runoff, subsurface drainage, cooling water or unpolluted process waters. (Ord. No. 9293-114, § 2, 6-7-93)

Secs. 24-44—24-50. Reserved.

ARTICLE III. "9-1-1" EMERGENCY TELEPHONE SYSTEM*

Sec. 24-51. Surcharge imposed.

A surcharge is hereby imposed upon all telecommunication carriers engaged in the business of

*Editor's note—At the request of the city, these provisions have been included in Ch. 24, Ord. No. 8889-12, §§ 1—7, adopted Aug. 15, 1988, have been codified as Art. III, §§ 24-51—24-57 at the discretion of the editor. The provisions of this article became effective upon the passage of a referendum passed by the voters of Champaign County, Illinois on November 8, 1988, which was held pursuant to and in accordance with 50 ILCS 750/1 et seq.

ORDINANCE NO. _____

**AN ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT-OF-WAY
IN THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS
(University Avenue)**

WHEREAS, the City of Urbana hereinafter known as the City and the State of Illinois, acting by and through its Department of Transportation, have entered into an agreement relative to the improvement of University Avenue (US Route 150) State Section 201 (W,RS) from Guardian Drive to the east Corporate Limits; and

WHEREAS, in order to facilitate said improvement, it is necessary for the City to adopt an ordinance regulating encroachment on the right-of-way for said improvement in accordance with the following definitions:

Roadway Right-of-Way is defined as those areas existing or acquired by dedication or by fee simply for highway purposes; also, the areas acquired by temporary easement during the time the easement is in effect;

Project Right-of-Way is defined as those areas within the project right-of-way lines established jointly by the City and the State which will be free of encroachments except as hereinafter defined;

Encroachment is defined as any building, fence, sign (excluding certain signs located over sidewalks) or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located or maintained, in, on, under or over any portion of the project right-of-way or the roadway Right-of-way where no project right-of-way line has been established;

Permissible Encroachment is defined as any existing awning, marquee or sign advertising activity on the property, or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is a sidewalk extending to the building line and which does not impair the free and safe flow of pedestrian traffic or traffic on the highway. The permissive retention of overhanging signs is not to be construed as being applicable to those signs supported from poles constructed outside the project right-of-way line and not confined by adjacent buildings;

Construction Easement Area is defined as the area lying between the project right-of-way limits and the platted street limits within which the City, by concurrence in the establishment of the project right-of-way lines, will permit the State to enter to perform all necessary construction operations; and

WHEREAS, representatives of the City and the State have, by visual inspection, cooperatively established project right-of-way lines and have mutually determined the disposition of encroachments;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as

follows:

SECTION 1: It shall be unlawful for any person, firm or corporation to erect or cause to be erected, to retain or cause to be retained, any encroachment (herein above defined), except as provided in Section 3, within the limits of the project right-of-way or roadway right-of-way where no project right-of-way lines have been established.

SECTION 2: Project right-of-way lines have been established at the following location:

(a) None established.

SECTION 3: Revocable permits have been issued by the City for the temporary retention of the following permissible encroachments (hereinabove defined):

(a) Location to be determined by visual inspection of representatives of the City and the State.

SECTION 4: This ordinance is intended to and shall be in addition to all other ordinances, rules and regulations concerning encroachments and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict therewith.

SECTION 5: Any person, firm or corporation violating this ordinance shall be fined not less than one dollar (\$1.00) nor more than five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

SECTION 6: This ordinance shall be published one time within ten (10) days after its passage in a newspaper having a general circulation in the City of Urbana, Illinois, and shall be in full force and effect after its passage, publication and approval as provided by law.

PASSED by the City Council this _____ day of _____, 2001.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2001.

Tod Satterthwaite, Mayor

EXHIBIT "E"

TRAFFIC SIGNAL MAINTENANCE PROVISIONS

LEVEL 1

The maintaining agency agrees to:

1. Patrol the traffic control signal system on a regular basis and replace burned out lamps or damaged sockets as may be required. All lamps should be replaced as frequently as experience proves necessary to prevent undue failures. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.
2. Keep signal heads properly adjusted, controller cabinets, signals posts, and controller pedestals tight on their foundation and in alignment.
3. Keep detector equipment in proper working order.
4. Check the controllers, relays, and detectors at frequent intervals to ascertain that they are functioning properly and make all necessary repairs and replacement.
5. Keep interior of controller cabinet in a neat condition at all times.
6. Remove, clean and overhaul the controllers (except solid-state), relays, special auxiliary control equipment, and time clock once a year or more often if necessary. When solid-state controllers malfunction, they shall be removed, repaired, and bench checked. Solid-state controllers shall not be removed for annual maintenance inspections.
7. Replace burned out fuses.
8. Clean reflectors, lenses, and lamps once every six (6) months.
9. Repaint all signal components exposed to weather on a regular basis.
10. Repair or replace any and all equipment damaged by any cause whatsoever.
11. Be responsible for make recovery for damage to any part of the installation or systems from the party causing the damage.
12. Provide alternate traffic control during a period of failure or when the controller must be disconnected. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities.
13. Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at an intersection are considered emergencies.
14. Provide the DEPARTMENT the names, addresses, and telephone numbers of at least two persons who will be available for emergency repair of the traffic signals and keep the DEPARTMENT informed of any changes of same.



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

FY 2001 MFT Street Resurfacing Contract

BE IT RESOLVED, by the City Council of the City of Urbana, Illinois, that there is hereby appropriated the sum of \$ 625,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2001 to December 31, 2001.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Paris, Illinois.

I, Phyllis Clark Clerk in and for the City of Urbana, County of Champaign

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on June 4, 2001

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5th day of June, 2001.

(SEAL) City Clerk

APPROVED
Date
Department of Transportation
District Engineer



**Illinois Department
of Transportation**

City of Urbana

Municipal Maintenance Operations

01-00000-00-GM

Location			Surface			Maintenance Operation		
Street	From	To	Existing Type	Length	Width	No.	Description	Quantity
PENNSYLVANIA	LINCOLN	ORCHARD	BIT	1346'	31'	1	MILL & RESURFACE	5026.3 SY
BUSEY	IOWA	WASHINGTON	BIT	600'	26'	1	MILL & RESURFACE	1015.9 SY
RACE	MICHIGAN	IOWA	BIT	300'	7'	1	MILL & RESURFACE	518.4 SY
BROADWAY	OREGON	ILLINOIS	BIT	481'	37'	1	MILL & RESURFACE	2024 SY
OREGON	VINE	GROVE	BIT	1021'	22'	1	MILL & RESURFACE	2596.6 SY
GREEN	BUSEY	CEDAR	BIT	2101'	11'	1	MILL & RESURFACE	2461 SY
SPRINGFIELD	WRIGHT	40' EAST	BIT	35.8'	36'	1	MILL & RESURFACE	157 SY
MAIN	COTTAGE GROVE	70' SOUTH	BIT	372'	VARIES	1	MILL & RESURFACE	970 SY
LINCOLN	PARK	HILL	BIT	713'	43'	1	MILL & RESURFACE	3853.2 SY
LINCOLN	SOUTH OF WASCHER	SUNSET	BIT	647'	44'	1	MILL & RESURFACE	3351.3 SY
STOUGHTON	LINCOLN	81' EAST	PCC	119'	25'	1	MILL & RESURFACE	182.1 SY
OREGON	GOODWIN	GREGORY	BIT	34'	42'	2	BIT PATCH	148 SY
GROVE	ILLINOIS	20' SOUTH	BIT	12'	23'	2	BIT PATCH	31 SY
VINE	COLORADO	CALIFORNIA	BIT	VARIES	VARIES	3	BUMP MILL	63 EACH
LINCOLN	SUNSET	KILLARNEY	BIT	VARIES	VARIES	3	BUMP MILL	24 EACH
COLORADO	PHILO RD	VINE	BIT	VARIES	VARIES	3	BUMP MILL	40 EACH
MEADOW	RACE	EAST END	PCC	1226'	16'	4	PCC PATCH	226.4 SY
COUNTRY SQUIRE	KINCH	GREENRIDGE DR.	PCC	1214'	31'	4	PCC PATCH	1282 SY
RACE	WASHINGTON	84' SOUTH	PCC	84'	24'	4	PCC PATCH	214.7 SY

Submit Four (4) copies to District Engineer

2001 MFT MAINTENANCE RESURFACING ES

OPERATION		1) MILL & RESURFACE										
ITEM	UNIT	PENNSYLVANIA Lincoln to Orchard	BUSEY Iowa to Washington	RACE Michigan to Iowa	BROADWAY Oregon to Illinois	OREGON Vine to Grove	GREEN Busey to Cedar	SPRINGFIELD east of Wrigh	MAIN & COTTAGE GROVE Intersection	LINCOLN Park to Hill	LINCOLN S. of Wascher to Sunset	STOUGHTON Lincoln to 81' E.
BITUMINOUS SURFACE REMOVAL 1"	SY											182.1
BITUMINOUS SURFACE REMOVAL 2"	SY	5026.3	1015.9	518.4	2024.0	2596.6	2461.0	157.0	970.0	3854.0	3351.3	
BITUMINOUS SURFACE REMOVAL (BUMP MILLING)	EACH											
BITUMINOUS CONC. SURFACE COURSE, SUPERPAVE, MIX C N50	TON	563.0	113.8	58.0	227.0	290.8	276.0	18.0				18.0
BITUMINOUS CONC. SURFACE COURSE, SUPERPAVE, MIX C N90	TON								110.0	432.0	375.0	
BITUMINOUS MATERIALS (PRIME COAT)	GAL	503.0	102.0	52.0	202.0	260.0	246.0	16.0	97.0	385.0	335.0	22.0
QC/QA BITUMINOUS	TON	563.0	113.8	58.0	227.0	290.8	276.0	18.0	110.0	432.0	375.0	18.0
SAWCUT PAVEMENT (SPECIAL)	LF			575.0								
CURB REMOVAL, TYPE B	LF											
COMB. C&G, REMOVAL	LF	710.0	106.0	575.0	426.0	373.0		18.0		58.3		
PCC CURB, TYPE B	LF											
PCC COMB. C&G, TYPE B-6.24	LF			575.0								
PCC COMB. C&G, TYPE B-6.18	LF	710.0	106.0		426.0	373.0		18.0		58.3		
PCC COMB. C&G, TYPE M-3.18	LF											
SIDEWALK REMOVAL	SF	969.8	17.4	1033.5	393.0	1404.0					54.8	
PCC SIDEWALK 5"	SF	397.3	17.4	883.5		1404.0					54.8	
PCC SIDEWALK 6"	SF			201.1								
EARTH EXCAVATION	CY				3.0							
PAVEMENT REMOVAL	SY											
SUB-BASE GRANULAR MATERIAL, TYPE B	TON				6.0							
PCC PAVEMENT 7"	SY											
CLASS B PATCHES, TYPE IV, 7"	SY											36.5
CLASS D PATCHES, TYPE II, 5"	SY					11.7			4.6			
CLASS D PATCHES, TYPE IV, 5"	SY											
MANHOLES TO BE ADJUSTED	EACH	1.0							1.0			
INLETS TO BE ADJUSTED	EACH			1.0								
VALVE BOXES TO BE ADJUSTED	EACH	1.0										
ADJUST F&G	EACH		2.0	1.0								
THERMOPLASTIC PAVEMENT MARKING 4" (WHITE)	LF								357.0	324.0		
THERMOPLASTIC PAVEMENT MARKING 6" (WHITE)	LF	94.0						81.0	147.0			

THERMOPLASTIC PAVEMENT MARKING 24" (WHITE)	LF	12.0							13.0	19.0			
THERMOPLASTIC PAVEMENT MARKING 4" (YELLOW)	LF	390.0							86.0		972.0	1294.0	
THERMOPLASTIC PAVEMENT MARKING 12" (YELLOW)	LF								21.0				
EPOXY PAINT PAVEMENT MARKING 4" (YELLOW)	LF												
TRAFFIC CONTROL AND PROTECTION	LS	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Cost Breakdown by Street		\$85,943.90	\$15,611.80	\$43,128.00	\$37,826.50	\$54,960.90	\$25,424.00	\$5,126.50	\$13,245.25	\$49,714.30	\$43,826.90	\$5,090.30	

ESTIMATE OF COST

2) BIT PATCH		3) BUMP MILL			4) PCC PATCHING			TOTAL QUANTITY	UNIT PRICE	AMOUNT
OREGON Goodwin to Gregory	GROVE south of Illinois	VINE Colorado to California	LINCOLN Sunset to Killarney	COLORADO Philo Rd to Vine	MEADOW Race to east end	COUNTRY SQUIRE Kinch to Greenridge	RACE Washington to 84' south			
								182.1	3.00	\$546.30
								21974.5	3.00	\$65,923.50
		63	24	40				127.0	55.00	\$6,985.00
								1564.6	58.00	\$90,746.80
								917.0	58.00	\$53,186.00
								2220.0	1.50	\$3,330.00
								2481.6	1.50	\$3,722.40
								575.0	3.00	\$1,725.00
								0.0	6.00	\$0.00
25.0					156.5		101.0	2548.8	6.00	\$15,292.80
								0.0	30.00	\$0.00
								575.0	35.00	\$20,125.00
25.0					156.5		101.0	1973.8	30.00	\$59,214.00
						623.0		623.0	30.00	\$18,690.00
						337.0	404.0	4613.5	3.00	\$13,840.50
						337.0	404.0	3498.0	7.00	\$24,486.00
								201.1	8.00	\$1,608.80
						440.0		443.0	20.00	\$8,860.00
						1282.0		1282.0	17.00	\$21,794.00
34.0	14.0					900.0	50.0	1004.0	20.00	\$20,080.00
						1143.2		1143.2	36.00	\$41,155.20
					226.4		214.7	477.6	60.00	\$28,656.00
								16.3	65.00	\$1,059.50
148.0	31.0							179.0	70.00	\$12,530.00
								2.0	650.00	\$1,300.00
								1.0	400.00	\$400.00
								1.0	200.00	\$200.00
								3.0	200.00	\$600.00
								681.0	6.00	\$4,086.00
								322.0	7.25	\$2,334.50

								44.0	20.00	\$880.00
								2742.0	6.00	\$16,452.00
								21.0	14.25	\$299.25
							90.0	90.0	1.00	\$90.00
0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	1.0	25000.00	\$25,000.00
\$13,190.00	\$3,700.00	\$4,715.00	\$2,570.00	\$3,450.00	\$20,468.00	\$113,059.20	\$22,898.00			
								Construction Cost		\$565,198.55
								Contingency (5%)		\$28,259.93
								Engineering		\$10,000.00
								Total Project Cost		\$603,458.48

RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY
MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, FY 2001 MFT
STREET RESURFACING CONTRACT

NO OTHER INFORMATION IS AVAILABLE AT THIS TIME.

ADMINISTRATION · ARBOR · ENGINEERING · ENVIRONMENTAL MANAGEMENT
EQUIPMENT SERVICES · OPERATIONS · PUBLIC FACILITIES

--printed on recycled and recyclable paper--

URBANA TRAFFIC COMMISSION
Tuesday, June 5, 2001

Urbana City Building
400 South Vine Street
Urbana, IL
4:00 p.m.

The Urbana Traffic Commission Meeting scheduled for June 5, 2001 has been cancelled.

The next scheduled meeting is Tuesday, July 3, 2001 at 4:00 p.m.