



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

ADMINISTRATION

MEMORANDUM

TO: Bruce K. Walden, Chief Administrative Officer
FROM: William R. Gray, P. E., Public Works Director
DATE: October 4, 2001
RE: **IDOT Traffic Signal Master Agreement**

INTRODUCTION

The existing Traffic Signal Master Agreement (attached) with the Illinois Department of Transportation [IDOT], dated October 1, 1980, has recently expired. The agreement stipulates that the City of Urbana maintain the traffic signals on State routes in Urbana. The State reimburses the City for this maintenance. In addition to maintenance, the City pays for (no IDOT reimbursement) the energy costs to power these traffic signals. The agreement goes into further detail as to the locations of the signals and the specific type of maintenance required.

The Illinois Municipal League and the Illinois Department of Transportation [IDOT] have recently reached an agreement for a new "Traffic Signal Master Agreement." (See attached.) Some of the more significant changes for this agreement are as follows:

- IDOT would be sharing in the costs for energy charges, based on their percentage of the maintenance responsibility for the intersection.
- The energy cost reimbursement by IDOT would be phased-in over two years.
- In addition to maintaining traffic signals on the State routes, the City is also being asked to provide pavement striping within the intersection on an as-needed basis, which would be reimbursed by IDOT.

The proposed "Traffic Signal Master Agreement" will terminate on June 30, 2011.

This proposed agreement is the same agreement for other municipalities throughout the State. Recently, the cities of Springfield, Decatur, and Champaign have passed this agreement as is.

FISCAL IMPACTS

The City has, per the previous agreement, been reimbursed by IDOT for the materials and labor necessary to maintain the traffic signals. The City historically has paid approximately \$10,000 for these signals' energy costs. The City will be reimbursed approximately \$5,000 this fiscal year and approximately \$10,000 in subsequent years. This will be new revenue to the City that was not available per the old agreement.

RECOMMENDATION

It is recommended that an ordinance be prepared authorizing the Mayor and Clerk to sign the attached "Traffic Signal Master Agreement."

WRG:klf
Attachment: Old and New Agreements



Illinois Department of Transportation

Division of Highways / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois / 61944
Telephone 217/465-4181

Subject: Traffic Signal Master Agreement

May 16, 2001

The Honorable Tod Satterthwaite
Mayor, City of Urbana
400 South Vine Street
Urbana, Illinois 61801

Dear Mayor Satterthwaite:

The Illinois Department of Transportation and the Illinois Municipal League have reached an agreement regarding local agency maintenance of traffic control devices (Master Agreement).

We have prepared three (3) original copies of the Intergovernmental Agreement for your City to be signed by an authorized representative.

A significant change from the previous agreement is the Department's participation in energy costs based upon the proportionate share of legs of an intersection. Please refer specifically to Part 4, Paragraph H, of the agreement. The Department will pay only 50% of the energy amount shown in Exhibit A during our Fiscal Year 2002. Beginning FY-2003, we will reimburse the full percentage shown in Exhibit A. For example, if the Department is shown to be responsible for 50% of the energy cost, we will reimburse the local agency for 25% of the actual energy cost for FY-2002 and 50% beginning July 1, 2002 (FY-2003). The energy charge reimbursement should include only energy for the traffic signals. At locations where street lighting is on the same meter as the signals, the City is responsible for 100% of the energy charges associated with the lighting. Energy charges for the lighting should be deducted accordingly from the quarterly billings.

Please return the signed agreements (3 copies) as soon as possible so we may have it executed by July 1, 2001. Also, please complete any information missing about your city or village on the first page of the agreement, such as fax number or Federal tax identification number. An original copy signed by the Department will be returned to you for your records.

If you have any questions regarding this matter, please contact our Assistant Traffic Signal & Systems Engineer, Mr. David H. Burkybile, of this office at telephone number 217-465-4181, extension 383.

Sincerely,

A handwritten signature in cursive script, appearing to read 'H. L. Forbes'.

H. L. Forbes
District Engineer

DHB:jr
Attach.



LOCAL AGENCY Name		
City of Urbana		
Address		
400 Vine Street		
City, State, Zip		
Urbana, Illinois 61801		
Remittance Address (if different from above)		
City, State, Zip		
Telephone Number	Fax Number	FEIN/TIN

Brief Description of Service (full description specified in Parts 4 & 5) This is the Master Agreement for Local Agency maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Local Agency as shown on the attached Exhibit A. This agreement is authorized by 92 Ill. Adm. Code 544.			
Agreement Term From:			
July 1, 2001			
To:			
June 30, 2011			

REQUIRED SIGNATURES

By signing below, LOCAL AGENCY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-5 herein and any Appendices thereto.

FOR THE LOCAL AGENCY:

_____ Signature of Authorized Representative	_____ Type or Print Name of Authorized Representative	_____ Date
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FOR THE DEPARTMENT:

_____ District Engineer, H. L. Forbes, District 5	_____ Date
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_____ Engineer of Operations	_____ Date
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_____ Director of Highways	_____ Date
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INTERGOVERNMENTAL AGREEMENT
FOR
LOCAL AGENCY MAINTENANCE OF TRAFFIC CONTROL DEVICES

This Agreement is by and between

City of Urbana

Please type or print legibly LOCAL AGENCY's legal name and address

400 South Vine Street

Urbana, Illinois 61801

hereinafter called the LOCAL AGENCY, and the State of Illinois, acting by and through its DEPARTMENT of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services/Responsibilities
Part 5	Compensation for Services
Exhibit A	Locations of Subject Traffic Control Devices
Exhibit B	Traffic Signal Maintenance Provisions

PART 1
SCOPE / COMPENSATION / TERM

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the LOCAL AGENCY agree as specified in Part 4.
- B. Compensation.** Compensation (if any) shall be as specified in Part 5.
- C. Term of Agreement.** The term of this Agreement shall be through June 30, 2011.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and LOCAL AGENCY and be incorporated by written amendment, signed by the parties.

PART 2
GENERAL PROVISIONS

- A. Changes.** If any circumstance or condition in this Agreement changes, LOCAL AGENCY must notify the DEPARTMENT in writing within seven days.
- B. Non-Appropriation.** This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the Agreement.
- C. Records Inspection.** The DEPARTMENT or a designated representative shall have access to LOCAL AGENCY's work and applicable records whenever it is in preparation or progress, and the LOCAL AGENCY shall provide for such access and inspection.
- D. Records Preservation.** The LOCAL AGENCY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

PART 3
SPECIFIC PROVISIONS

- A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 5. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 5.

Any invoices/bills issued by the LOCAL AGENCY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation
District 5 Bureau of Operations
13473 IL Hwy. 133
P. O. Box 610
Paris, Illinois 61944-0610

All invoices shall be signed by an authorized representative of the LOCAL AGENCY.

- B. Billing and Payment.** All invoices for services performed and expenses incurred by LOCAL AGENCY prior to July 1st of each year must be presented to the DEPARTMENT no later than **August 31** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to LOCAL AGENCY on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the LOCAL AGENCY's remittance address listed in this Agreement.

- C. Location of Service.** Service to be performed by the LOCAL AGENCY shall be performed at locations described in Exhibit A.

office for monitoring purposes, the LOCAL AGENCY shall pay the entire cost of installing and maintaining such monitoring system.

H. Payment for Energy Costs. There will be no reimbursements to the LOCAL AGENCY for energy charges required to operate or illuminate signals or devices listed in Exhibit A before June 30, 2001. The DEPARTMENT will reimburse the LOCAL AGENCY for 50 percent of the DEPARTMENT's proportionate share of such energy charges incurred between July 1, 2001 and June 30, 2002. The DEPARTMENT will reimburse the LOCAL AGENCY for 100 percent of the DEPARTMENT's proportionate share of the energy charges beginning July 1, 2002.

I. Costs for Pavement Markings. The DEPARTMENT shall reimburse the LOCAL AGENCY for any DEPARTMENT authorized pavement marking maintenance required for the operations of the traffic signal installation. This shall include any stop bars, crosswalks, symbols, reflectors, edge lines or lane lines required for supplementing the traffic signal installation.

J. Indemnity. The LOCAL AGENCY shall indemnify and hold harmless the DEPARTMENT for any and all third party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A.

K. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the LOCAL AGENCY, reserves the right to reject any electrical/maintenance contractor assigned work by the LOCAL AGENCY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary for the type of work being performed.

L. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the LOCAL AGENCY. Any local agency must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

M. Previous Agreements. All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the LOCAL AGENCY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the LOCAL AGENCY shall remain in full force and effect.

N. Amendments. Exhibit A can be amended to add or delete signals or devices, but only by written amendment signed by the District Engineer and the authorized representative for the LOCAL AGENCY. The amendment shall be effective when fully executed and filed with the Clerk or Secretary of the LOCAL AGENCY.

O. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the LOCAL AGENCY.

**PART 5
COMPENSATION FOR SERVICES**

A. Cost Sharing. As indicated in Exhibit A, the cost of energy and maintenance of traffic signals and/or other traffic control devices shall be shared in proportion to the number of approaches maintained by each unit of government. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system.

B. Billing. Bills shall be submitted on a **quarterly** basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the DEPARTMENT. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.

The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the LOCAL AGENCY to determine that costs billed are fully documented.

LOCAL AGENCY costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the LOCAL AGENCY to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

The cost for contracted work will be the actual cost for the contractor.

EXHIBIT A
Urbana

File	LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGE RESPONSIBILITY			AGENCY TO DO MAINT.
		STATE	CORP.	OTHER	STATE	CORP.	OTHER	
1	US 45/US 150 (Springfield Ave.) & Wright St.	50	50		50	50		Corp.
2	US 45/US 150 (University Ave.) & Goodwin St.	50	50		50	50		Corp.
3	US 45/US 150 (University Ave.) & Lincoln Ave.	50	50		50	50		Corp.
4	US 45/US 150 (University Ave.) & Coler St.	50	50		50	50		Corp.
5	US 45/US 150 (University Ave.) & Orchard St.		100			100		Corp.
5.5	US 45/US 150 (University Ave.) & McCullough St.	50	50		50	50		Corp.
6	US 45/US 150 (University Ave.) & Race St.	50	50		50	50		Corp.
7	US 45/US 150 (University Ave.) & Broadway Ave.	50	50		50	50		Corp.
8	US 45/US 150 (University Ave.) & US 45 (Cunningham Ave.)	100			100			Corp.
9	US 45 (Cunningham Ave.) & Kerr St.	50	50		50	50		Corp.
10	US 45 (Cunningham Ave.) & Perkins Rd./Country Club Dr.	50	50		50	50		Corp.
11	US 45 (Cunningham Ave.) & Kenyon Rd.	50	50		50	50		Corp.
12	US 45 (Cunningham Ave.) & I-74 North Ramp	100			100			Corp.
12	US 45 (Cunningham Ave.) & I-74 South Ramp	100			100			Corp.
13	US 45 (Cunningham Ave.) & Anthony Dr.	50	50		50	50		Corp.
16	Lincoln Ave. & I-74 North Ramp	100			100			Corp.

05/14/2001

EXHIBIT A
Urbana

File	LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGE RESPONSIBILITY			AGENCY TO DO MAINT.
		STATE	CORP.	OTHER	STATE	CORP.	OTHER	
16	Lincoln Ave. & I-74 South Ramp	100			100			Corp.
17	US 150/IL 130 & I-74 Spur	100			100			Corp.
18	US 150/IL 130 & Smith Road	50	25	25	50	25	25	Corp.
19	US 150 & IL 130/High Cross Rd.	100			100			Corp.
20	IL 130 & Tatman Court		100			100		Corp.
101	US 45 System	75	25					Corp.

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction. Failure to meet the DEPARTMENT's specifications shall be justification for permanent removal of the non-compliant equipment by the DEPARTMENT, with the cost of removal to be the responsibility of the LOCAL AGENCY.

Any costs incurred as a result of exceeding the DEPARTMENT's specifications for installing new equipment or painting new or used equipment; for example, installing decorative style poles, posts, or mast arm assemblies, will be the sole responsibility of the LOCAL AGENCY.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system. The lighting arm, luminaire and all lighting cable shall be part of the highway lighting system.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection, or at least every six months. All cost of inspecting and maintaining the highway lighting system equipment, is the responsibility of the LOCAL AGENCY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing highway lighting system equipment is the responsibility of the LOCAL AGENCY.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection, or at least every six months. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the local fire district or LOCAL AGENCY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the local fire district or LOCAL AGENCY.

5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the DEPARTMENT of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the DEPARTMENT and the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the DEPARTMENT shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL

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 intersection are considered emergencies.

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.

10. L.E.D. SIGNAL HEADS

Maintain all light emitting diodes (L.E.D.) signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance under any warranties.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD REPLACEMENT

Provide replacement light emitting diodes (L.E.D.) signal heads that conform to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications for L.E.D. signal heads, including but not limited to, color and intensity requirements.

5. PAINTING

Repaint all signal components exposed to weather as needed.

C. WEEKLY

1. MASTER CONTROLLER SYSTEMS

At locations that are a part of a closed loop signal system maintained by the LOCAL AGENCY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

Assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. BI-ANNUAL

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times.

2. OBSERVE SIGNALS

Observe the signals at the time of the bi-annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-annually.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems every six months or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

E. ANNUAL

1. RELAMP

Clean reflectors, lenses and lamps once every twelve (12) months or as needed. Replacement of lamps shall be performed on the same occasion as the cleaning required in this provision.

2. CONTROLLER CHECK

Remove and clean and overhaul the controller (except solid-state), relays, special auxiliary control equipment, and time clocks 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.

This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during a bi-annual cabinet inspection.

3. CONFLICT MONITOR TESTING

Conduct a complete test of each conflict monitor and malfunction management unit. The following tests shall be performed: Indicator, System/Timing, Conflict/Voltage/Clearance, Green/Green Permissive, Complete Permissive, and Extended (inc. Red/Green Dual Display, Watchdog Failure, etc.). It is recommended that testing be performed with the aid of an automated conflict monitor tester.

4. FUSE AND BREAKER CHECKS

Fuse and breaker check should occur during a bi-annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

5. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices for Streets and Highways. (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

6. HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), immediately notify the DEPARTMENT.

7. PAVEMENT MARKINGS

Inspect pavement markings and replace as necessary to insure proper motorist and pedestrian guidance. Insure that stop bars, symbols and crosswalks are in good condition. Insure lane, edge and center lines, and reflectors, provide clear delineation for motorists during daytime and nighttime.



Illinois Department of Transportation

Division of Highways/District 5 P. O. BOX 358
Transportation Building/Paris, Illinois/61944

1980

October 3, 1980

Master

FINAL

DESIGN

Subject: Master Agreement
(Traffic Signals)
City of Urbana

The Honorable Jeffrey T. Markland
Mayor, City of Urbana
Municipal Building
400 S. Vine Street
Urbana, Illinois 61801

Dear Mayor Markland:

Attached is a fully executed Master Agreement between the City of Urbana and the State of Illinois covering the division of financial responsibility for the installation, modernization, maintenance, and energy charges for traffic signals installed on State maintained highways within the corporate limits of the City of Urbana.

This Master Agreement supersedes previous Agreements relative to this subject and is in compliance with Part 468 of the Illinois Department of Transportation Rules and Regulations replacing former Department Order 13-3.

The appropriate share of the costs incurred by the City subsequent to the October 1, 1980 effective date for signal maintenance as specified may be billed to the Department of Transportation for reimbursement.

Forms, previously furnished to the City for billing purposes, will continue in use. If additional billing forms are required, please notify this office.

Thank you for your cooperation in the execution of this Agreement.

Sincerely,

Robert E. Kronst
District Engineer

By *J. W. Witters*
J. W. Witters
District Design Engineer

APS:lgf
Attach.

cc: District 5 Traffic
Dan Ryals

RECEIVED

OCT 8 1980

CITY

CITY OF URBANA, ILL

MASTER AGREEMENT
(Traffic Signals)

This AGREEMENT entered into this 15th day of Oct., A.D., 1980, by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT and the City of Urbana, County of Champaign, of the State of Illinois, hereinafter called the CORPORATION.

WHEREAS, there currently exist various agreements and understandings between the DEPARTMENT and the CORPORATION for the maintenance and electrical energy charges of traffic signals located on State highways within the CORPORATION for which the DEPARTMENT is now willing to assume maintenance responsibilities in order to comply with Part 468 of the Illinois Department of Transportation Rules and Regulations, a copy of which is attached hereto.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto mutually agree to assume or to continue to assume the costs of maintenance and energy or portions thereof for those traffic signals located on State highways within the CORPORATION as shown on the attached Exhibit A and made a part hereof.

It is further agreed that the actual maintenance will be performed by the agency indicated on Exhibit A, either with its own forces or through an ongoing contractual agreement.

It is further agreed that the signals shall be maintained to at least the levels of maintenance noted on Exhibit A and specified in the attached Exhibit B, made a part hereof.

It is understood that Level of Maintenance I meets the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and Level of Maintenance II exceeds the manual requirements and is prescribed for those signals that the District Engineer, with the concurrence of the Engineer of Traffic, determines to require a higher level of service for adequate operation of the highway system at those locations.

It is also understood that if, in the judgment of the District Engineer, the CORPORATION has not provided adequate maintenance for those signal installations which it has been assigned to maintain, the DEPARTMENT will, upon giving 30 days' notice in writing, arrange for the appropriate maintenance efforts and bill the CORPORATION for its share of the costs.

The CORPORATION agrees to bill the DEPARTMENT for its appropriate share of the signal maintenance costs on a quarterly basis. The amount billed shall be the costs incurred less any third party damage claims received during the billing period for repair of signals that are the responsibility of the billed party. Any proposed single expenditure in excess of \$1,000 for repair of damage to an installation must be approved by the billed party before expenditure is made. The DEPARTMENT reserves the right to examine the records of the CORPORATION to determine that costs billed are fully documented.

Payment by the DEPARTMENT of any or all the maintenance costs as herein agreed is contingent upon the DEPARTMENT receiving adequate funds in its annual appropriation.

All traffic signal maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the CORPORATION for traffic signals covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded for so long as this Master Agreement is in force. If this Master Agreement is terminated for any reason whatsoever, all traffic signal maintenance and electrical energy provisions contained in presently existing agreements or understandings shall again become effective and in force.

All parking ordinances and provisions bearing on items other than traffic signal maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the CORPORATION shall remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials of the dates indicated below.

CITY OF URBANA

Jeffrey T. McMillan
Mayor
September 9, 1980

ATTEST:

Ruth S. Brooks
City Clerk

September 9, 1980

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Robert E. Kromet
District Engineer

September 24, 1980

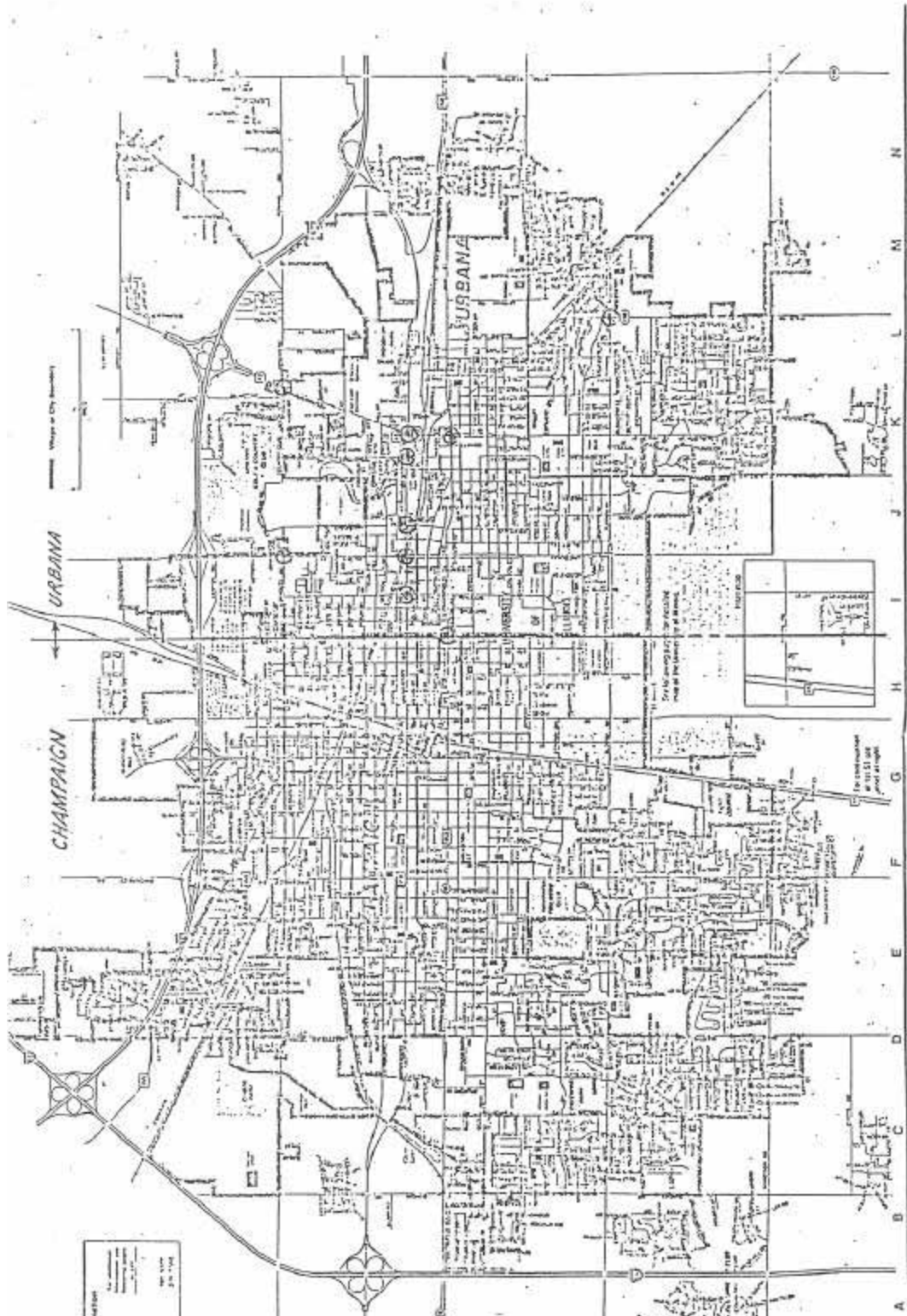
G. E. Probulysa
Engineer of Traffic

Oct. 1, 1980

CHAMPAIGN
URBANA

Legend

100% STATE	200' Scale
50% STATE, 50% CITY	400' Scale



CHAMPAIGN, ILLINOIS

- ② 100% STATE
- ③ 50% STATE, 50% CITY

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE PROVISIONS

LEVEL I

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.
2. Keep signal heads properly adjusted, controller cabinets, signal posts, and controller pedestals tight on their foundations and in alignment at all times.
3. Keep detector equipment in proper working order at all times.
4. Check the controllers, relays and detectors at frequent intervals to ascertain that they are functioning properly and make all necessary repairs and replacements.
5. Remove to clean and overhaul the controllers, relays special auxiliary control equipment, and time clock once a year or more often if necessary. Keep interior of controller cabinet in a neat condition at all times. Solid state equipment should be cleaned and tested for proper timing as least once every two (2) years.
6. Replace burned out fuses.
7. Clean reflectors, lenses, and lamps once every six (6) months.
8. Repaint all signal components exposed to weather on a regular basis.
9. Repair or replace any and all equipment damaged by any cause whatsoever.
10. Be responsible to make recovery for damage to any part of the installation or systems from the party causing the damage.
11. 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.
12. Provide skilled maintenance personnel who will be available at all times to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement.
13. Provide the DEPARTMENT the name, address, and telephone number of at least one person who will be available for emergency repair of the traffic signals and keep the DEPARTMENT informed of any changes of same.

LEVEL II

The maintaining agency agrees to:

1. Patrol the traffic control signal system a minimum of once every two (2) weeks and replace burned out lamps or damaged sockets as may be required. The reflector and lens should be cleaned each time a lamp is replaced.
2. Keep signal posts, controller pedestals, and foundations in alignment at all times.
3. Keep signal posts and controller pedestals tight on foundation.
4. Keep signal heads and controller cabinets tight on their pedestals and properly adjusted.
5. Keep detector equipment in proper working order at all times.
6. Check the controllers, relays, and detectors at least once every month to ascertain that they are functioning properly and make all necessary repairs and replacements.
7. Furnish and install temporary controller whenever necessary.
8. Keep interior of controller cabinets in a neat condition at all times.
9. Remove to clean and overhaul the controllers, relays, special auxiliary control equipment, and time clock once a year or more often if necessary. A record tag shall be attached to each controller on which the date of overhaul or other service work shall be indicated.
10. Replace burned out fuses.
11. Clean reflectors, lenses, and lamps once every six (6) months.
12. Repaint all signal components exposed to weather at least once every two (2) years.
13. Group relamp traffic signal heads at the expiration of the average rated lamp life.
14. Repair or replace any and all equipment damaged by any cause whatsoever.
15. Be responsible to make recovery for damage to any part of the installation or systems from the party causing the damage.
16. Place a stop sign on each approach to the intersection as a temporary means of regulating traffic whenever repairs at a signalized intersection require that the controller be disconnected.
17. Respond to emergency calls from authorized parties twenty-four (24) hours a day, including Saturdays, Sundays, and holidays. Controller failure, lights out, knockdowns, or two (2) red lights out at an intersection are considered emergencies.
18. Provide the DEPARTMENT the name, address, and telephone number of at least one person who will be available for emergency repair of the traffic signals and keep the DEPARTMENT informed of any changes of same.

FINANCING OF TRAFFIC CONTROL SIGNAL INSTALLATION,
MODERNIZATION, MAINTENANCE, AND OPERATION ON STREETS
AND HIGHWAYS UNDER STATE JURISDICTION

Sec.

468.101 Title

468.102 Scope

468.103 Traffic Signals

468.104 Definitions

468.105 Agreements and Permits

468.106 Implementation

468.107 Responsibilities

Authority: Illinois Revised Statutes, Chapter 121, Pars. 4-201.1 and
4-201.12.

§468.101 Title.

This Part shall be known as Part 468 of the Illinois Department of Transportation Rules and Regulations and was formerly known as Departmental Order 13-3.

§468.102 Scope.

(1) This Part establishes the basis of financial responsibility for the installation, modernization, maintenance, and energy charges of all traffic control signals installed on State-maintained highways regardless of whether they are part of a joint City-State improvement or involve only the installation of signals. The financial responsibility for school and commercial-industrial signals shall be as prescribed in Departmental Order 13-4 except that the maintenance and energy of school signals at public road intersections will be as outlined in Sections 468.106(b) and 468.106(c) of the Part.

§468.103 Traffic Signals.

(a) Signals may be installed only where conditions meet the warrants established in the current State of Illinois Manual on Uniform Traffic Control Devices for Streets and Highways or supplemental Department policy.

(b) The Department may regulate signal sequences and control timing of all signals on State highways when it deems it necessary to do so.

§468.104 Definitions.

For purposes of this Part:

(a) "Department" means the Department of Transportation, and "State" means the State of Illinois.

(b) "Installation" includes the costs involved in the preparation of plans and performing construction inspection, as well as the construction costs of installing the traffic signals at an intersection.

(c) "Modernization" includes all engineering costs, as well as the construction costs of altering or modifying an existing signal installation, either to bring it into conformance with the current Illinois Manual on Uniform Traffic Control Devices, to satisfy a need for improvement in the operation of the signals, or to correct an accident problem at an intersection. The modernization may include altering the operation through changes in sequencing and timing or modification of the physical layout of the signals.

(d) "Maintenance" includes costs of routine maintenance on the signals, as well as emergency repairs in the event of malfunction of the controller or physical damage resulting from accidents, severe weather, or vandalism.

(e) "Energy Charges" include the costs of supplying electrical energy for the operation of the signals.

(f) "State Highway" refers to any highway, regardless of whether or not it is a marked route, that is maintained by State forces or maintained by others, with total or partial reimbursement by the State.

(g) "Local Agency" refers to county, township, or municipal governments.

(h) "Intersection Approaches" include both legs of one-way streets as if they were carrying two-way traffic.

§468.105 Agreements and Permits.

(a) As soon after January 1, 1980, as practicable, the District Engineer will initiate negotiations to develop a revised Master Agreement with those municipalities affected by this Part, which Agreement will establish the participation limits for the maintenance costs of each signalized intersection that is operational or under contract on State highways within the municipality. The Master Agreement will include provisions for energy costs and define which agency is to provide the necessary maintenance. The Master Agreement shall be in accordance with the provisions of all applicable law.

This Master Agreement will provide for the Department to assume maintenance costs equivalent to the costs described in Section 468.106(b)(1)(ii). If, at the time the Master Agreement is executed, this division of costs would result in a municipality paying more for the sum of energy costs and the cost of acceptable maintenance of signals on the State system than it was

previously paying, the Department will assume maintenance costs for additional signals to the extent necessary to equate the municipal costs to what it was paying prior to the Master Agreement. The Master Agreement will be executed by the appropriate officials of the municipality, the District, and the Central Bureau of Traffic.

(b) Subsequent to the Master Agreement, individual agreements shall be executed between the Department and the local agency for all installations in which both parties are responsible for a portion of the installation, modernization, maintenance, or energy charges. The agreements will delineate the financial responsibilities as established in Section 468.106 of this Part, as well as the requirements of the Department relative to the operation and maintenance of the signals. In preparation of the agreements the specific items set forth in §468.106 of this Part shall be included or taken into consideration. Permits will not be required in addition to the agreements.

(c) All traffic signal plans prepared by others for installation on State highways must be reviewed and approved by the Department. If the signals are being installed as a part of a joint improvement, the agreement covering the other parts of the improvement may also include the items relating to the signals.

(d) A permit issued to the local agency is required for the installation of traffic signals if an agreement is not executed. Permits under this paragraph shall be issued upon receipt by the Department of a resolution from the municipality requesting that a certain signal be installed and only where conditions meet the warrants established in the current State of Illinois Manual on Uniform Traffic Control Devices for Streets and Highways or supplemental Department policy.

§468.106 Implementation.

(a) Cost of Installation and Modernization.

(1) An agreement between the Department and the local agencies will be prepared as outlined in §468.105 of this Part. In preparing the agreement, the costs to each agency will be determined on the basis of the following considerations.

(i) When Federal funds are used on the project, the established percentage of Federal funds will first be deducted from the total and the remaining costs then proportioned to each agency as described below.

(ii) Any agency involved may voluntarily assume responsibility for another agency's share of the costs in order to expedite the installation or modernization.

(iii) In no case will the assigned cost to a local agency exceed 50 percent of its allotted Motor Fuel Tax funds for one year.

(iv) The local agency's portion of the cost may be paid from its Motor Fuel Tax funds over a two-year period.

(2) The division of financial responsibility for the installation and modernization of the traffic signals will be as follows:

(i) Intersection of Two State Highways. The Department will be responsible for the installation and modernization of the signals.

(ii) Ramp Terminals. The Department will be responsible for the installation and modernization of signals installed at the terminal of ramps connecting to or from a State highway.

(iii) Intersection of a State Highway and Other Public Streets or Highways. The Department and the local agencies will share the responsibility for the installation and modernization. The cost to each agency will be in proportion to the number of intersection approaches that it maintains. If existing signals must be relocated because the State highway is widened and no other work is to be done on the signals, the State will assume the entire cost of relocating the signals.

(b) Cost of Maintenance

(1) The division of financial responsibility for the maintenance of the traffic signals will be as follows:

(i) Intersection Lying Wholly Outside the Corporate Limits of any Municipality. The Department will be responsible for the maintenance of the signals.

(ii) Intersection Lying Wholly or Partially Within the Corporate Limits of One or More Municipalities. The Department will assume the following costs for the maintenance of traffic signals on State Highways within municipalities.

(A) The total costs for all signals at the intersections of two or more State highways.

(B) The total costs for all signals at intersections long State highways that have a level of average daily traffic in excess of 35,000 as shown on the latest published edition of the Department's traffic

volume map. The District Engineer will determine the limits of this section within the municipality.

(C) The total costs for all signals located at the terminals of ramps connecting to or from a State highway.

(D) At all other intersections the Department and the municipalities will share in the cost of signal maintenance. The cost to the municipalities will be in proportion to the number of approaches that they maintain.

(iii) Maintenance costs of signals covered by individual agreements executed subsequent to the Master Agreement will be limited to the conditions defined in §468.106(b)(1)(ii), except that either agency may accept the other's share of the maintenance cost of an individual signalized intersection when it is clearly in the best interest of the agency to do so. The District Engineer shall obtain the Engineer of Traffic's concurrence in accepting maintenance costs normally the responsibility of the municipality.

(iv) The total cost of maintaining all other signals in a municipality not included in Section 468.106(b)(1)(ii) and 468.106(b)(1)(iii) will be the responsibility of the municipality.

(2) Municipalities will not be required to maintain or share in the cost of maintaining signals at an intersection on a State highway where the municipality's annual Motor Fuel Tax allotment is less than 50 percent of the current installation costs of the signals

(c) Energy Charges.

(1) The division of financial responsibility for the energy charges will be as follows:

(i) Intersection Lying Wholly Outside the Corporate Limits of any Municipality. The Department will pay the energy charges for the operation of the signals.

(ii) Intersection Lying Wholly Within the Corporate Limits of a Municipality. The municipality will be responsible for the energy charges.

(iii) Intersection Lying Partially Within the Corporate Limits of One or More Municipalities. The municipality(ies) will be responsible for the energy charges.

(2) Municipalities will not be required to pay or share in the cost of energy charges for signals at an intersection on a State highway where the municipality's annual Motor Fuel Tax allotment is less than 50 percent of the current installation cost of the signals.

(d) Standard of Maintenance

(1) Every signal must be maintained to at least the minimum level prescribed in the Illinois Manual on Uniform Traffic Control Devices. Exceptionally high traffic volumes, operational problems, or other special conditions may require a higher level of maintenance be established for certain individual signals or State highway segments. When required, the District Engineer may stipulate the higher level of service with the concurrence of the Central Engineer of Traffic.

(2) Where a municipality has demonstrated to the satisfaction of the District Engineer that it can provide the established level of maintenance with its own forces or through an ongoing contractual agreement, the District Engineer may authorize maintenance by the municipality.

(3) Where the municipality does not wish to provide maintenance or where the District Engineer has determined the agency does not have the capability of providing the required level of service, the Department will maintain the signals.

(4) The State reserves the right to take over the maintenance of the traffic signals and to bill the local agency for the cost of such maintenance upon 30 days' notice in writing, if the local agency fails to maintain the traffic signals as specified.

(e) Billing

(1) The agency providing the maintenance will bill the other agency for its appropriate share of the costs on a schedule determined by mutual agreement. The billing period shall not exceed one year.

(2) The billing amount shall be for the maintenance cost incurred, less any third party damage claims received for repair of signals that are the responsibility of the billed party.

(3) Any proposed single expenditure in excess of \$5,000 for repair of damage to a single installation must be approved by the billed party before the expenditure is made. The Department reserves the right to examine the records of the municipality to determine the costs billed are fully documented.

§468.107 Responsibilities

(a) The Bureau of Traffic has primary responsibility for the implementation of this Part.

(b) The District Engineer is responsible for the communication of agreements with local agencies under this Part. Further, he is responsible for the installation, modernization, maintenance, etc., for these traffic signals as negotiated under the provisions of the agreements with local agencies.

(filed _____, effective _____)

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RESOLUTION NO. 8485-R14

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A
MASTER AGREEMENT AMENDMENT BETWEEN THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION AND THE CITY OF URBANA, ILLINOIS

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

Section 1. That a Master Agreement Amendment between
the State of Illinois Department of Transportation and the City
of Urbana for the installation, maintenance, and provision of
electrical energy for certain traffic signals within
the City of Urbana, a copy of which said Amendment is attached hereto and
incorporated by reference, be and the same is hereby
approved and approved.

Section 2. That the Mayor of the City of Urbana,
and the City Clerk of the City of Urbana, Illinois, be
and the same is hereby authorized to attest to said execution of
said Amendment for and on behalf of the City of Urbana,
Illinois.

PASSED by the City Council this 1st day of October.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 8th day of October.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

MASTER AGREEMENT

(AMENDMENT)

WHEREAS, the State of Illinois, Department of Transportation ("STATE") and the City of Urbana ("CITY") entered into a Master Agreement dated October 1, 1980 ("AGREEMENT") setting forth certain responsibilities of the respective parties for the installation, maintenance, and provision of necessary electrical energy for certain traffic signals and the costs associated therewith, within said "CITY", and

WHEREAS, subsequent to the closing date of the "AGREEMENT" design changes have been introduced to accommodate the installation of combination traffic signal and street lighting assemblies composed of upright poles which support mast arms for traffic signal heads and for luminaires, with each assembly mounted on a single concrete foundation including anchor bolts, a ground rod and separate electrical cables and conduits for the signal equipment and the luminaire, and

WHEREAS, the "AGREEMENT" did not provide participation responsibilities relative to the street lighting components of said combination assemblies, and

WHEREAS, the "STATE" and the "CITY" are desirous that the "AGREEMENT" be amended to set-forth participation responsibilities for the aforesaid street lighting components, where applicable.

NOW THEREFORE, in consideration of the covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the "STATE" and the "CITY" hereby mutually agree as follows:

1. On and after the execution of this Amendment, the "AGREEMENT" shall be deemed to be amended in the following respects:
 - (a) Where combination traffic signal and street lighting assemblies as herein defined, are installed, the "CITY" shall assume full installation, maintenance, and energy costs for the lighting portion of said assembly, including luminaire, luminaire mast arm, electric cable and conduit, and luminaire control devices.
 - (b) The "CITY" shall assume an amount equal to twenty percent (20%) of the cost of the upright pole as its obligation for the street lighting component, which cost shall be deducted from the total cost of said upright pole and the remaining cost shall then be proportioned to each party hereto in accordance with the terms of the "AGREEMENT".

(c) The cost of maintenance of the assembly and any associated equipment including repair and/or replacement of any of the components in the event of damage from any cause whatever shall include all labor, equipment, and material necessary to restore the assembly to proper operating condition.

2. Nothing contained in this Amendment shall affect the obligations of the "CITY" under the "AGREEMENT".
3. Except as specifically provided herein the "AGREEMENT" shall remain in full force and effect in accordance with its terms and conditions as they existed immediately prior to the execution of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officials as of the dates below indicated.

City of Urbana

ATTEST:

Mayor

_____, 198__

City Clerk

_____, 198__

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

District Engineer

_____, 198__

Engineer of Traffic

_____, 198__