



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

ADMINISTRATION

M E M O R A N D U M

TO: Mayor Laurel Lunt Prussing and City Council Members

FROM: William R. Gray, P. E., Public Works Director
Gale L. Jamison, P. E., Assistant City Engineer

DATE: May 10, 2007

RE: *Cunningham Avenue (U. S. Route 45) and Crystal Lake Drive
Traffic Signal Improvements*

INTRODUCTION

The City of Urbana and the Illinois Department of Transportation (IDOT) are proposing to install new traffic signals at the Cunningham Avenue (U. S. Route 45) and Crystal Lake Drive intersection. The traffic signal improvement includes the installation and striping of an eastbound and westbound through—right and left turn lanes, pedestrian activated countdown, and audible pushbutton signals and preemption equipment for Fire Department vehicles. IDOT is also proposing to interconnect these signals with those on Cunningham Avenue and University Avenue. Public Works staff will prepare the plans for the proposed improvements.

This proposed work is scheduled to occur no later than 2010.

This work is scheduled to be coordinated with the redevelopment that is occurring in the Five Points area. This signalized intersection will provide full access to the properties east of west of Cunningham Avenue, and south of the Saline Branch. IDOT is participating (\$250,000) in this improvement in recognition of the importance to establish access control along Cunningham Avenue for safe and efficient vehicular and pedestrian movement.

FISCAL IMPACT

The City's participation in the project will include preparing the plans and specifications, acquiring any right-of-way or easements, if required, and assume maintenance responsibilities of the signals and striping. IDOT will contribute the first \$250,000 toward this improvement. The City will be responsible for all costs in excess of \$250,000, which are estimated to be no more than \$100,000. Funds for the City's share of this improvement are proposed to come from Motor Fuel Taxes.

RECOMMENDATION

It is recommended that A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF ILLINOIS FOR THE INSTALLATION OF THE TRAFFIC SIGNALS AT THE INTERSECTION OF CUNNINGHAM AVENUE (FAP ROUTE 800, U.S. ROUTE 45) AND CRYSTAL LAKE DRIVE be approved by City Council.

WRG:kf

Attachments: *Resolution
Agreement (includes Exhibits A, B, C)
Location Map*

RESOLUTION NO. 2007-05-011R

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH THE STATE OF ILLINOIS FOR THE
INSTALLATION OF THE TRAFFIC SIGNALS AT THE INTERSECTION OF
CUNNINGHAM AVENUE (FAP ROUTE 800, U.S. ROUTE 45) AND CRYSTAL LAKE DRIVE

(Cunningham Avenue and Crystal Lake Drive)

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

Section 1. That An Agreement Between the State of Illinois and the City of Urbana in substantially the form of the 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 _____, 2007.

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2007.

Laurel Lunt Prussing, Mayor

URBANA
(CHAMPAIGN)

FAP Route 800 (US ROUTE 45)
County Champaign
Job No. C95-002-07
Agreement No. JN 507010
Contract No. 70632

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 Champaign County, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the CITY in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving Cunningham Avenue (FAP Route 800, US Route 45) and Crystal Lake Drive, by improving the intersection and installing signals when approved by the STATE; and

WHEREAS, the CITY is desirous of improving the intersection of Cunningham Avenue with Crystal Lake Drive; and

WHEREAS, the CITY will have a comprehensive access plan the \$250,000 will meet the STATE responsibility for the improvement; and

WHEREAS, the CITY is desirous of installing traffic signals at the Cunningham Avenue intersection with Crystal Lake Drive; and

WHEREAS, the CITY is desirous of interconnecting the installed traffic signals at the Cunningham Avenue intersection with Crystal Lake Drive with the Cunningham Ave and University Avenue Intersection signal system; and

WHEREAS, the CITY is desirous in completing the aforementioned improvements by performing all other work necessary to complete the improvements in accordance with the approved plans and specifications; and

WHEREAS, the STATE is desirous of said improvement in that same will be of immediate benefit to the residents of the STATE and permanent in nature.

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

1. The CITY 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 CITY agrees to pay for all right-of-way, construction and engineering costs subject to reimbursement by the STATE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the STATE will participate up to a maximum amount of \$250,000 and the CITY will be responsible for the remainder.
4. The STATE agrees upon final execution of this agreement, upon receipt of a contract obligation document, upon award of the contract for this improvement, and upon receipt of satisfactory invoices from the CITY for the same, to pay the CITY a lump sum from any funds allotted to the STATE, an amount equal to 95% of its obligation incurred under this agreement and will pay the CITY the remainder of the obligation in a lump sum upon completion of the project subject to the overall maximum reimbursement of \$250,000.
5. The CITY agrees to obtain and pay for the cost of acquiring the necessary right-of-way in accordance with the following requirements:
 - A. Right-of-way shall be acquired in the name of the STATE on standard State forms which will be provided for that purpose in accordance with Land Acquisition Policies and Procedures of the STATE.
 - B. No award of a contract shall be made to cover construction of the project or any part thereof without first having been made a title approval by the Attorney General of Illinois on each individual parcel of right-of-way, the consideration for which exceeds \$10,000, including within such construction. A title approval shall be made by the STATE on each parcel of right-of-way acquired for the project where the consideration is \$10,000 or less. In the event acquisition of the right-of-way is by condemnation, then such action must be brought in the name of the State by the Attorney General and an Assistant Attorney General appointed by him.
 - C. Cost of the right-of-way shall include the purchase price thereof as well as the cost of negotiators, appraisals, title evidence, relocation assistance and payments, property management and such legal service as may be necessary to acquire said right-of-way. The acquiring agency, if participating in the cost of the right-of-way shall receive a credit for a proportionate amount of the proceeds of any sale or rental of improvements acquired within the right-of-way or as a direct result of the right-of-way acquisition.
 - D. All parties engaged in the acquisition of the right-of-way shall be approved in advance by the STATE.
 - E. The CITY shall provide a sufficient number of qualified reviewing appraisers approved by the STATE. The STATE shall approve the appraisal process in advance of negotiations for the purchase of said right-of-way.
 - F. Any phase of the STATE's Relocation Assistance Procedures to be performed by any qualified agency other than the STATE shall be covered by separate contractual agreement or agreements with the agency and are subject to prior approval of the Division Administrator of the Federal Highway Administration.

- G. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure compliance with the STATE's Land Acquisition Policies and Procedures.
6. The City agrees to acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the State's advertising for bids, the local agency shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been compiled with.
- A. The CITY will advertise for bids for the construction of the proposed improvement after the local agency's certification as to compliance with Titles II and III requirements have been accepted by the STATE and subject to approval by the Division Administrator of the Federal Highway Administration.
- B. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Titles II and III requirements of the aforesaid Act.
7. The CITY has adopted and will put into effect an appropriate ordinance, prior to the CITY'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 A", 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.
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, 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 B".
9. Prior to the CITY 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 CITY'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 C".

10. The CITY shall maintain, for a minimum of 5 years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other State auditors and the CITY agrees to cooperate fully with an audit conducted by the Auditor General and other State Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a

presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

11. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
12. 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 (US Route 45) Cunningham Avenue without the consent of the STATE.
13. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
14. 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.
15. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
16. Upon final field inspection of the improvement and so long as Cunningham Avenue (US Route 45) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the bi-directional turn lane, the four (4) through traffic lanes lying on either side of the bi-directional turn lane and the left-turn and right-turn lanes, each lane being 12 feet and variable in width, and the curb and gutter adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
17. 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 parking lanes and their adjacent curb and gutter, 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, manholes and catch basins' frames, grates or lids, plus structural failures to a maximum length of 3.66 meters (12 feet) between adjacent manholes. The STATE shall share cost of the maintenance, except as aforescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.
18. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Cunningham Avenue (US Route 45). Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities.
19. The CITY agrees to provide the STATE with a copy of all traffic signal submittals for review and approval by the STATE. The STATE agrees to provide written approval of all traffic signal submittals relative to the STATE's financial and maintenance obligations

described herein, prior to the CITY's installation for the aforescribed proposed improvement.

20. The CITY agrees to request and obtain STATE concurrence for Acceptance, Turn-on or Actuated Operation Inspection, and Final Inspection (thirty day on-site Acceptance) of all traffic signal submittals relative to the STATE's financial and maintenance obligations described herein.
21. The CITY agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The STATE agrees to pay their proportionate share of this cost as billed by the local power company.
22. Upon acceptance by the STATE of the new traffic signal installation(s), the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>		<u>Maintenance</u>	<u>Elect. Energy</u>
FA Route 800 Cunningham Ave (US Route 45) @ Crystal Lake Drive	STATE Share	50 %	50 %
	CITY Share	50 %	50 %

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.

Upon acceptance by the STATE of the new traffic signal installation included herein, the responsibility for maintenance and energy outlined above shall become a part of the Master Agreement executed by the State and the CITY on November 7, 2001.

23. The CITY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CITY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy as deemed appropriate.
24. The STATE agrees to provide written approval of that portion of the plans and specifications relative to the State's financial and maintenance obligations described herein, prior to the City's advertising for the aforescribed proposed improvement.
25. The CITY agrees that in the event any work is performed by other than CITY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
26. UNDER PENALTIES OF PERJURY, the CITY certifies that 37-6000524 is their correct Federal Taxpayer Identification Number and they are doing business as a governmental entity.
27. Obligations of the STATE and CITY 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.

28. 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

By: _____

TITLE: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Milton R. Sees
Acting Secretary of Transportation

Date: _____

By: _____
Ann L. Schneider
Director – Finance & Administration

Date: _____

By: _____
Milton R. Sees
Director – Division of Highways
Chief Engineer

Date: _____

By: _____
Ellen J. Schanzle-Haskins
Chief Counsel

Date: _____

AN ORDINANCE IN RELATION TO MOTOR VEHICLE PARKING

Exhibit A

FAP Route 800 (Cunningham AVE)

State Section _____

BE IT ORDAINED BY THE CITY OF URBANA OF THE COUNTY OF
Champaign ILLINOIS, THAT:

Section 1: It shall be unlawful for any person, firm or corporation to park any
motor vehicle within the area indicated below:

Street

Limits

Section 2: Any person, firm or corporation violating the provisions of this
Ordinance shall be fined not less than \$ _____ nor more
than \$ _____ for each offense.

Section 3: This Ordinance shall take effect and be in full force _____ days
after and from its passage, approval and legal publication as
required by law, and the _____ Clerk is hereby directed to
cause this Ordinance to be published immediately after its due
passage and approval.

PASSED this _____ day of _____ 20__

(President or Mayor)

ATTEST:

PASSED: _____

SIGNED: _____

PUBLISHED: _____

SAMPLE

SAMPLE

SAMPLE

ORDINANCE NO. _____

AN ORDINANCE PROHIBITING THE DISCHARGE OF SANITARY SEWAGE AND INDUSTRIAL WASTE WATER INTO STORM SEWERS OR DRAINAGE FACILITY CONSTRUCTED IN CONJUNCTION WITH IMPROVEMENT OF _____ ROUTE _____ IN THE (CITY, VILLAGE) OF _____, ILLINOIS

WHEREAS, the State of Illinois, through its Department of Transportation and the _____ of _____, a municipal corporation, have entered into an Agreement for the improvement of _____Route _____ know as state section _____.

WHEREAS, this improvement includes the construction of storm water sewers and/or appurtenances for highway drainage;

NOW, THEREFORE, BE IT ORDAINED BY THE _____ OF _____ OF _____, ILLINOIS:

Section 1 It shall be unlawful for any person, firm or corporation to connect or cause to be connected any drain carrying or to carry any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances into any storm sewers constructed as part of this improvement.

Section 2 Any person, firm or corporation violating this Ordinance shall be fined not less than _____ (\$) nor more than _____ (\$) for each offense and separate offense shall be deemed committed each and every day during which a violation continues or exists.

Section 3 That this Ordinance shall be in effect from and after its passage, approval, and publication as provided by law.

BE IT FURTHER ORDAINED, that the _____ of _____ does hereby authorize and empower the _____ to execute this Ordinance on behalf of the _____ of _____ and,

BE IT FURTHER ORDAINED, that the _____ Clerk is hereby directed to transmit three (3) certified copies of this Ordinance to the Illinois Department of Transportation through its District Engineer's Office at _____ Illinois.

(President or Mayor)

STATE OF ILLINOIS)
COUNTY OF _____)

PASSED: _____

SIGNED: _____

RECORDED: _____

PUBLISHED: _____

I, _____ Clerk in and for the _____ of _____ hereby certify the foregoing to be a true, perfect, and complete copy of an Ordinance adopted by _____ meeting on _____ 20____.

Clerk

AN ORDINANCE REGULATING ENROACHMENT ON PUBLIC
RIGHT-OF-WAY IN THE _____ of _____,
_____ COUNTY, ILLINOIS

WHEREAS, the _____ of _____ hereinafter known as the _____ and the State of Illinois, acting by and through its Department of Transportation, have entered into an agreement relative to the improvement of _____ Street (Illinois Route _____, US Route _____ FA Route _____, SBI Route _____, CH _____ State Section _____ Section _____ from _____ to _____; and

WHEREAS, in order to facilitate said improvement, it is necessary for _____ 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 simple 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 _____ and 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 _____, by concurrence in the establishment of the Project Right-of-Way lines, will permit the STATE to enter to

SAMPLE

SAMPLE

SAMPLE

perform all necessary construction operations; and

WHEREAS, representatives of the _____ 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 _____ of _____ County, Illinois:

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 locations:

- (a) Along the _____ side of _____ Street, _____ feet from _____ the centerline of the proposed improvement from _____ to _____
- (b) - - - -

Section 3: Revocable permits have been issued by the _____ for the temporary retention of the following PERMISSIBLE ENCROACHMENTS (hereinabove defined):

- (a) (Description of encroachment, location, and owner)

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 _____ (_____) nor more than _____ 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 _____ time(s) within _____ days after its passage in a newspaper having a general circulation in the _____ of _____ Illinois, and shall be in full force and effect after its passage, publication and approval as provided by law.

SAMPLE

SAMPLE

SAMPLE

Passed and approved this _____
_____ day of _____, 19_.

(Mayor) _____

(President) _____

ATTEST:

Clerk

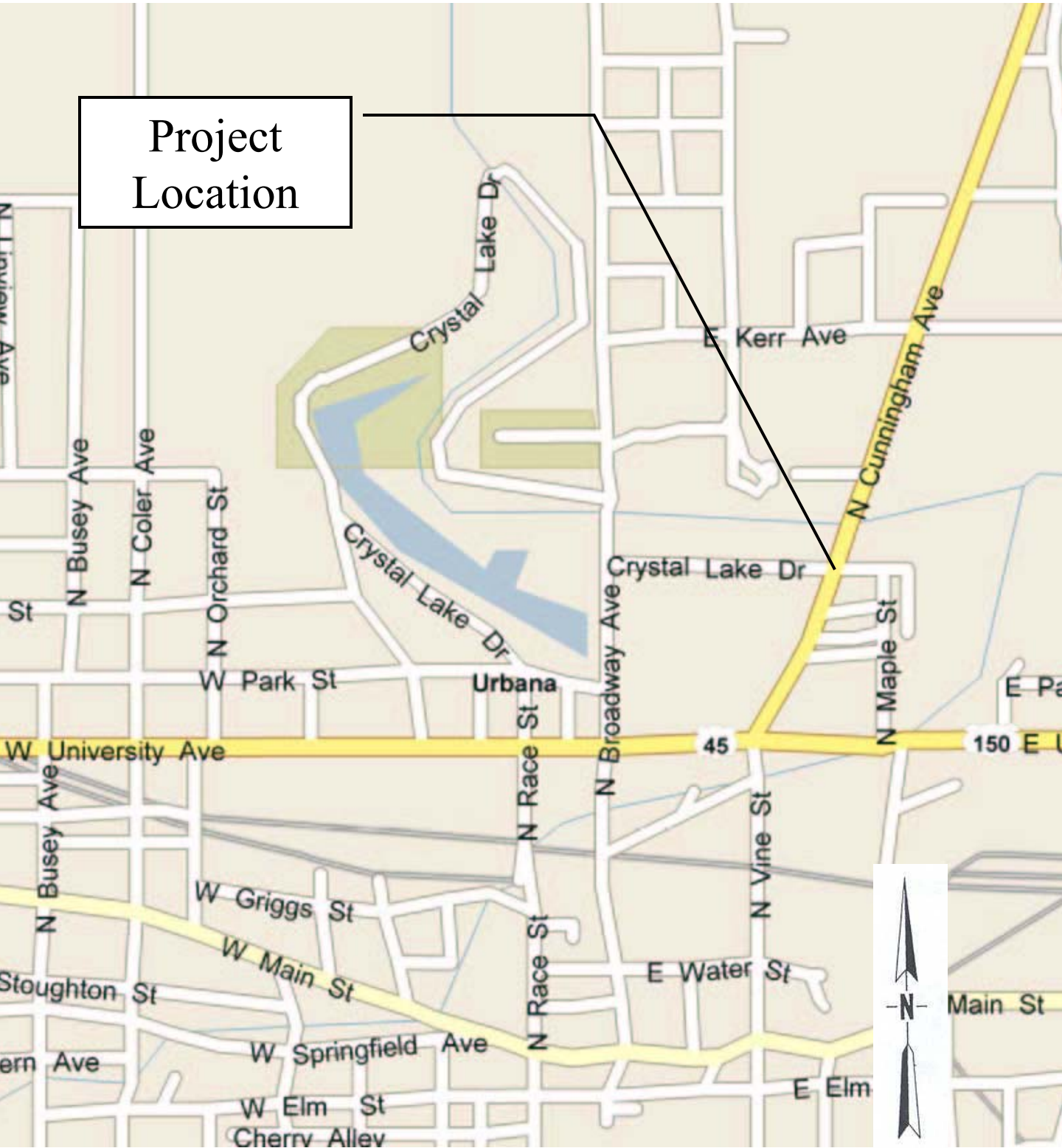
SAMPLE

SAMPLE

SAMPLE

LOCATION MAP

Crystal Lake Drive
Urbana, Illinois



Project
Location

