

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

(Cunningham Avenue/University Avenue/Vine Street)

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 Cunningham Avenue and University Avenue (US Route 45, FAP Route 800 and 808, State Section 3R-N, City Section 00-00363-00-TL) from west of Broadway Avenue to east of Cunningham Avenue on University Avenue and from north of University Avenue to south of University Avenue on Cunningham Avenue and Vine Street; 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) As shown on the plans for the subject improvement.

SECTION 3: Revocable permits have been issued by the City for the temporary retention of the following permissible encroachments (hereinafter 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.

PASSED by the City Council this 29th day of January,
2001 .

AYES: Hayes, Huth, Kearns, Patt, Taylor, Whelan, Wyman

NAYS:

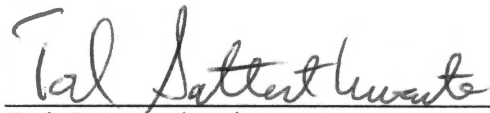
ABSTAINS:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 30th day of January,

2001 .

A handwritten signature in cursive script that reads "Tod Satterthwaite". The signature is written in dark ink and is positioned above a horizontal line.

Tod Satterthwaite, Mayor

ORD. #2001-01-005
Res. #2001-01-001R
#2001-01-002R



Illinois Department of Transportation

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

April 3, 2001

PROGRAM DEVELOPMENT
FAP Route 800 & 808 (U.S.Route 45/150)
State Section 3RN
City Section 00-00363-TL
Champaign County
Contract No.70031
Job No. C-95-068-99
Agreement No. JN-500006

The Honorable Tod Satterthwaite
Mayor, City of Urbana
400 S. Vine Street
Urbana, IL 61801


Dear Mayor Satterthwaite:

A final copy of executed Agreement with the City of Urbana is enclosed for the proposed improvement on Cunningham Avenue, University Avenue, and Vine Street, known as State Section 3RN.

This copy is furnished for your information and files.

Sincerely,

H. L. Forbes
District Engineer

By 

Dennis L. Markwell
Engineer of Program Development

SJT:cw

cc: Mr. William R. Gray
Public Works Director, City of Urbana

Encl.

FAP Route 800 & 808
US Route 45/150
State Section 3R-N
City Section 00-00363-00-TL
Champaign County
Job No. C-95-068-99
Agreement No. JN-500006
Contract No. 70031

AGREEMENT

This agreement entered into this 15th day of Feb., A.D., 2001, 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.

WITNESSETH

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving a portion of FAP Route 800 & 808 /US Route 45(Cunningham Avenue, University Avenue and Vine Street) known as State Section 3R-N; City Section 00-00363-00-TL; the improvements shall consist of widening and resurfacing University Avenue to provide two though traffic lanes in each direction, two eastbound left turn lanes, an eastbound right turn lane, a westbound left turn lane, and westbound right turn lane; widening and resurfacing Cunningham Avenue to provide two though traffic lanes in each direction, a southbound left turn lane, and two southbound right turn lanes; resurfacing Vine Street and making geometric improvements; modernizing the existing traffic signals at the intersection of University Avenue with Cunningham Avenue, including the installation of Emergency Vehicle Pre-emption System requested by the CITY; removing and replacing concrete median on the south Vine Street approach requested by the City; removing and replacing curb and gutters; and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY 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, subject to reimbursement by the CITY as hereinafter stipulated.

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				CITY RESPONSIBILITY		TOTAL
	FEDERAL REIMBURSABLE		STATE MATCHING		LOCAL PARTICIPATION		
	Cost	%	Cost	%	Cost	%	
All constr. costs excluding the following	\$786,569	90	\$ 87,397	10	NA	NA	\$ 873,966
Utility appurtenances and other work required for new sidewalk requested by the CITY (including tree removal)	NA	NA	NA	NA	\$ 1,200	100	\$ 1,200
Sidewalk requested by the CITY	NA	NA	\$ 4,300	50	\$ 4,300	50	\$ 8,600
Requested work for South Vine Street Approach (raised concrete replacement.)	NA	NA	NA	NA	\$ 22,934	100	\$ 22,934
Traffic signal improvements at University Avenue with Broadway Avenue	\$ 900	90	\$ 50	5	\$ 50	5	\$ 1,000
Traffic signals at University Ave. with Cunningham Ave.	\$ 106,200	90	\$ 8,850	7.5	\$ 2,950	2.5	\$ 118,000
Luminaires & wiring for highway lighting and light poles relocation, requested by the CITY	NA	NA	NA	NA	\$ 16,700	100	\$ 16,700
Emergency Pre-emption System	NA	NA	NA	NA	\$ 4,500	100	\$ 4,500
Sub Total	\$ 893,669		\$ 100,597		\$ 52,634		\$1,046,900
P&C Eng. 15%	NA	NA	\$149,140		\$ 7,895		\$ 157,035
TOTAL	\$ 893,669		\$249,737		\$ 60,529		\$1,203,935

Participation and reimbursement shall be predicated by the percentages shown in the Table of Cost 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 shown in the Table of Cost, excluding the Emergency Pre-emption System, shall not exceed \$4,313, which represents 125% of their estimated construction and engineering cost.

4. The CITY has elected to use MFT funds to pay their 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 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. ✓
6. 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" ✓
7. 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".

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 Univercity Avenue and Cunningham Avenue without the consent of the STATE.

8. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
9. 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.

10. Upon final field inspection of the improvement and so long as University Avenue and Cunningham Avenue (U.S. Route 45/150) are used as a State Highway, the STATE agrees to maintain or cause to be maintained the concrete median, the through traffic lanes lying on either side of the median, and the left-turn and right-turn lanes; and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
11. 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 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.

The CITY further agrees to maintain the sodded portions of barrier median, which is understood to include repair and upkeep of the sodded areas, together with mowing and watering. Landscaping of the sodded median is not included in the maintenance and upkeep, but will require a separate permit if so desired.

12. 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>Level of Maint.</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
University Avenue @ Cunningham Avenue	I		
STATE Share		100%	NA
CITY Share		NA	100%
University Avenue @ Broadway Avenue	I		
STATE Share		50	NA
CITY Share		50	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.

13. Upon acceptance by the STATE of the new traffic signal installation(s) 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 October 1st 1980 and the executed Amendment to extend the terms of said Master Agreement, for a 6 month period, starting as of July 20, 2000.

14. 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.

15. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

16. 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:


DEPUTY Clerk

(SEAL)

By: 

TITLE: Mayor

Date: 1/30/01

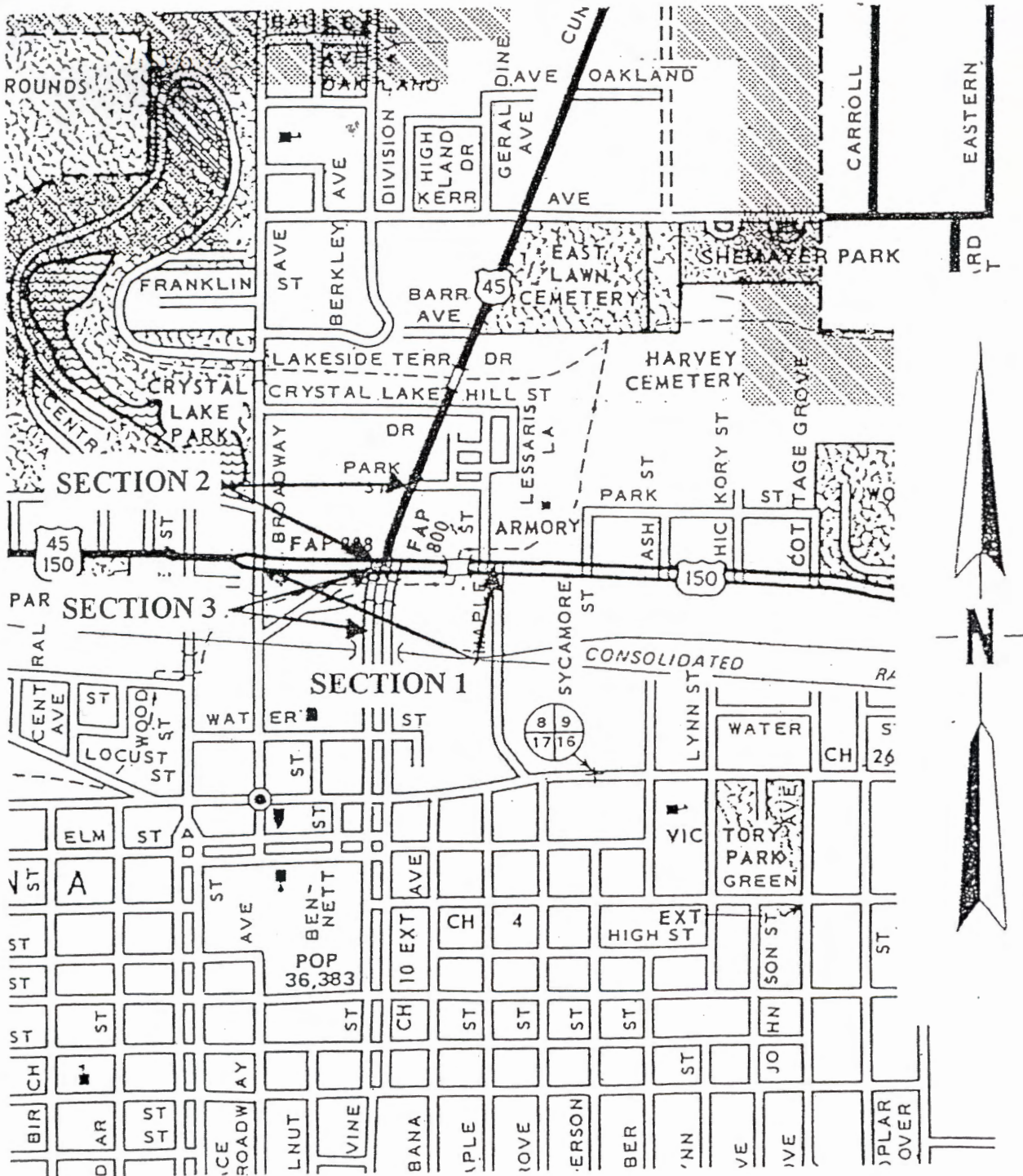
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: 
District Engineer

Date: Feb. 15, 2001

MAP ROUTE 808 (U.S. 45)
SECTION 3R-N
CHAMPAIGN COUNTY
CONTRACT NO. 70031

INTERSECTION OF CUNNINGHAM AVENUE,
UNIVERSITY AVENUE AND VINE STREET



LOCATION MAP
URBANA