

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

**(Brighton Drive, Mitchem Drive, and Greenridge Drive)**

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

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

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Side of Street</u>
Brighton Drive	From 35 feet east of the centerline of Bruce Drive to 20 feet west of the centerline of Bruce Drive.		South Side
Mitchem Drive	From 35 feet east of the centerline of Bruce Drive to 20 feet west of the centerline of Bruce Drive		Both Sides
Greenridge Drive	From 85 feet north of the centerline of Pennsylvania Avenue to 85 feet south of the centerline of Pennsylvania Avenue		West Side
Greenridge Drive	From 95 feet north of the centerline of Vermont Street to 90 feet south of the centerline of Vermont Street		West Side

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or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

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

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

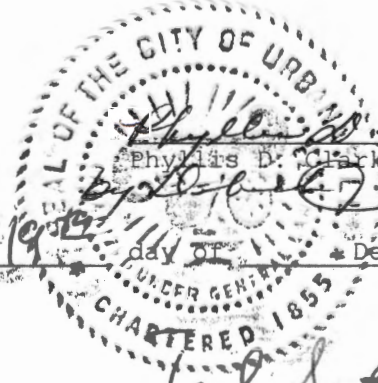
PASSED by the City Council this 17<sup>th</sup> day of December,  
2001 .

AYES: Chynoweth, Hayes, Huth, Otto, Patt, Wyman

NAYS:

ABSTAINS:

APPROVED by the Mayor this 19<sup>th</sup> day of December,  
2001 .



*Phyllis D. Clark*  
Phyllis D. Clark, City Clerk  
*Robert*  
Deputy Clerk  
*Tod Satterthwaite*  
Tod Satterthwaite, Mayor



## CERTIFICATE OF PUBLICATION IN PAMPHLET FORM



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

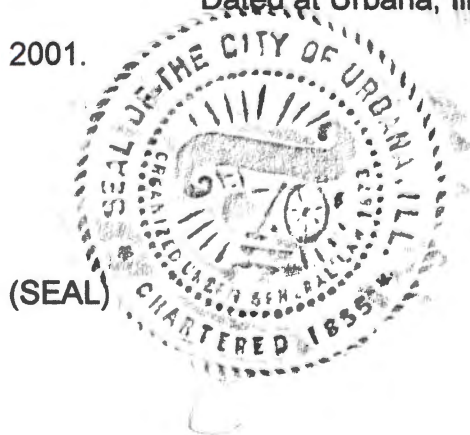
I certify that on the 17<sup>th</sup> day of December, 2001,  
the Corporate Authorities of the City of Urbana passed and approved Ordinance  
No. 2001-12-161, entitled:

**"AN ORDINANCE AMENDING SCHEDULE L OF  
SECTION 23-187 OF THE URBANA LOCAL TRAFFIC  
CODE PROHIBITING PARKING IN SPECIFIED PLACES  
(BRIGHTON DRIVE, MITCHEM DRIVE, AND  
GREENRIDGE DRIVE)"**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2001-12-161 was  
prepared, and a copy of such Ordinance was posted in the Urbana City Building  
commencing on the 19<sup>th</sup> day of December, 2001, and continuing for  
at least ten (10) days thereafter. Copies of said Ordinance were also available for  
public inspection upon request at the Office of the City Clerk.

Dated at Urbana, Illinois, this 19<sup>th</sup> day of December,  
2001.



(SEAL)

*Phyllis D. Clark*  
City Clerk  
*Robert J. Roberts*  
Deputy Clerk



# Illinois Department of Transportation

Division of Highways / Region 3 / District 5  
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois / 61944  
Telephone 217/465-4181

ORIGINAL - CLERK  
CC: AGREEMENT FILE  
LIBBY T.  
GALE J.  
F

rec'd 7/16/07  
JR

July 9, 2007

PROGRAM DEVELOPMENT  
Route FAP 800 (US Route 45)  
Champaign County  
Job No. C-95-002-07  
Agreement No. JN 507010  
Contract No. 70632

2001-12-164

Mr. William Gray  
Public Works Director  
706 South Glover Avenue  
Urbana, IL 61802

Dear Mr. Gray:

The Joint Agreement providing for the improvement of this section has been executed.

Note: as per the agreement the City has until June 13, 2010 to Let and Award this project.

Attached for your information and file is a copy of the Agreement.

Should you have questions, please contact Mr. Kevin L. Knoepfel, Project Support Engineer at (217) 465-4181.

Very truly yours,

Joseph E. Crowe, P. E.  
Deputy Director of Highways,  
Region Three Engineer

Encl.

KLK:sp

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 13<sup>th</sup> day of June, A.D., 2007, 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 complied 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.

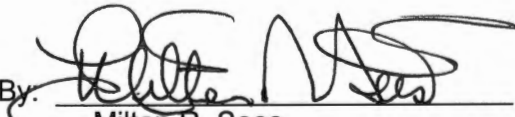
28. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

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

City of URBANA

By:   
TITLE: Mayor  
Date: 5/21/07

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

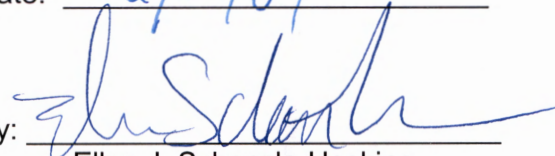
By:   
Milton R. Sees  
Acting Secretary of Transportation  
Date: 6/13/07

By: N/A  
Milton R. Sees  
Director – Division of Highways  
Chief Engineer

Date: \_\_\_\_\_

By:   
Ann L. Schneider  
Director – Finance & Administration

Date: 6/11/07

By:   
Ellen J. Schanzle-Haskins  
Chief Counsel

Date: 6-6-07

# LOCATION MAP

Crystal Lake Drive  
Urbana, Illinois

