

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF AN INTERGOVERNMENTAL SUPPLEMENTAL AGREEMENT  
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

(Installation of Fold-Down Stop Signs)

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

Section 1. That an Intergovernmental Supplemental Agreement between  
the State of Illinois Department of Transportation and the City of Urbana, in  
substantially the form of the copy of said Agreement attached hereto be and  
the same is hereby approved.

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

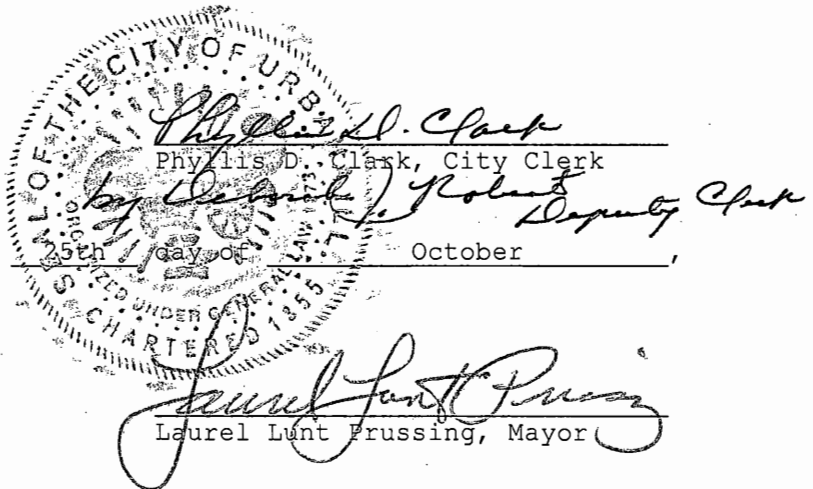
PASSED by the City Council this 17th day of October,  
2005.

AYES: Barnes, Bowersox, Chynoweth, Lewis, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:

APPROVED by the Mayor this 25th day of October,  
2005.





**Illinois Department  
of Transportation**

**Request for Approval  
of Change in Plans**

Date: 07/14/09  
 Request No. 1  Final  
 Contractor: Local agency day labor forces  
 Address: 706 S. Glover Avenue  
Urbana, IL 61802

County Champaign  
 Road District or Municipality City of Urbana  
 Section 08-00466-00-SG

I recommend that an  addition  
 extension  be made  to  the above contract.  
 deduction  from

Between Station \_\_\_\_\_ and Station \_\_\_\_\_ a net length of \_\_\_\_\_  
 (Do not fill in unless a change in length is involved)

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices. Show station location for major items.

Items Description and Unit	Quantity	Unit Price	Additions	Deductions
72000100 – Sign Panel Type 1	41.0	\$15.00		\$615.00
72900200 – Metal Post Type B	24.0	\$6.00		\$14.00
Totals				\$759.00

<b>Net Change</b>	<b>\$759.00</b>
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Amount of original contract	\$	95,757.50
Amount of previously adjusted contract	\$	95,757.50
Amount of adjusted/final contract	\$	94,998.50

addition

Total net  deduction to date \$ 759.00 which is 0.8 % of Contract Price

State fully the nature and reason for the change Did not install 1 S1-1100 sign @ Prairie, 3 S1-1 signs at King, 3 W16-7p signs at King, and 2 12' posts at King – determined that signs and posts not necessary

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the local agency and is authorized by law.

Signed \_\_\_\_\_  
Highway Commissioner

Signed William R. May  
Municipal Official

Public Works Director  
Title of Municipal Official

\_\_\_\_\_  
Date

7/14/09  
Date

Approved Recommended \_\_\_\_\_  
County Engineer

Approved [Signature]  
Regional Engineer

\_\_\_\_\_  
Date

09/08/09  
Date

Note Make out separate form for change in length quantities.  
Give net quantities only.  
Submit 3 copies of this form to Regional Engineer (4 copies for road district).  
If plans are required attach 3 sets.



# 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

Subject: Intergovernmental Supplemental Agreement

February 23, 2006

RECEIVED FEB 24 2006

2005-09-139

The Honorable Laurel Prussing  
Mayor, City of Urbana  
400 South Vine Street  
Urbana, Illinois 61801

Dear Mayor Prussing:

Attached for your records is a fully executed Intergovernmental Supplemental Agreement between the City of Urbana and the State of Illinois. This supplemental agreement governs the use of fold-down stop signs in conjunction with traffic control signals on state routes.

Thank you for your cooperation in the execution of this agreement. If you have any questions, please contact our Traffic Signal Systems Engineer, Mr. David H. Burkybile, at phone number 217-465-4181.

Very truly yours,

A handwritten signature in black ink that reads "Joseph E. Crowe P.E.".

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

DHB:jw

Attach.

cc: R3/D5 Bureau of Program Development



**INTERGOVERNMENTAL  
SUPPLEMENTAL  
AGREEMENT**

**SUPPLEMENTAL AGREEMENT**

This Supplemental Agreement entered in this 1<sup>st</sup> day of February, A. D. 2006, by and between the State of Illinois, acting through its Department of Transportation hereinafter referred to as the STATE, and the City of Urbana in Champaign County, of the State of Illinois, hereinafter referred to as the LOCAL AGENCY.

**WITNESSETH**

WHEREAS, the STATE and LOCAL AGENCY have entered into an intergovernmental agreement executed November 7, 2001, which sets forth certain provisions for LOCAL AGENCY maintenance of traffic control devices; and

WHEREAS, the Illinois Vehicle Code (625 ILCS5/11-305) requires motorists to treat non-operating traffic signals as stop conditions in accordance to the applicable rules in making a stop at a STOP sign; and

WHEREAS, the LOCAL AGENCY desires to supplement non-operating traffic signals caused by power outages through the use of tripod mounted or permanently mounted folding temporary STOP signs; and

WHEREAS, the LOCAL AGENCY desires to incur the additional responsibility of installation, removal, and liability for the placement of temporary STOP signs; and

WHEREAS, the LOCAL AGENCY and the STATE are desirous of said modifications in the intergovernmental agreement in that the same will be of immediate benefit to the public;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that:

Part 4, Scope of Service/Responsibilities, Item C, Maintenance Level shall be supplemented with the provisions specified in Exhibit C for the Placement and Use of Temporary STOP signs.

The LOCAL AGENCY agrees to hold harmless the STATE and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of Exhibit C.

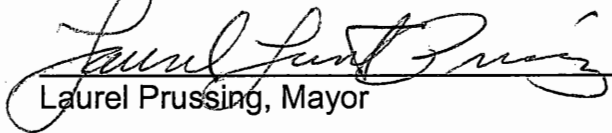
All other terms and conditions of the original Intergovernmental Agreement between the STATE and LOCAL AGENCY described herein, not in conflict with this Supplemental Agreement shall remain in full force and effect. This Supplemental Agreement is a part of the original agreement and shall be attached thereof.

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

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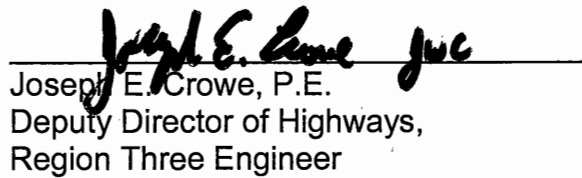
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**CITY OF URBANA**

  
\_\_\_\_\_  
Laurel Prussing, Mayor

October 25, 2005  
Date

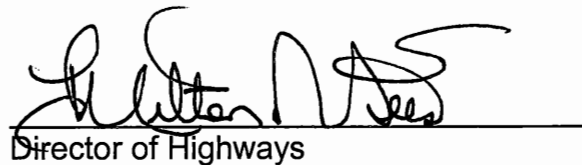
**STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

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

1/10/06  
Date

  
\_\_\_\_\_  
Joe Hill  
Engineer of Operations

1 Feb 2006  
Date

  
\_\_\_\_\_  
William A. Bes  
Director of Highways

02/01/06  
Date

## **EXHIBIT C**

### **INSTALLING TEMPORARY STOP SIGNS DURING POWER OUTAGES**

1. Temporary STOP signs shall not be used except for emergency purposes.
2. Folding STOP signs shall not be opened to traffic while traffic control signals are operating.
3. Folding STOP Signs shall be mounted on the near right signal post of each approach to the intersection. The signs shall be mounted a height of at least 5 feet, measured at the bottom of the signs to the near edge of pavement. The signs shall not be mounted so as to cause a hazard or impediment to pedestrians, persons with disabilities, or cyclists. The signs shall be standard R1-1 signs in conformance with the Manual on Uniform Traffic Control Devices and shall be a minimum of 30-inches by 30-inches in size. The signs, when in a closed position, shall be folded in the center from top to bottom and secured by a lock. The closed signs shall not show a message or logo.
4. Folding STOP signs shall be supplied with a lock furnished by the LOCAL AGENCY, and the STATE shall be provided a duplicate key.
5. A uniformed police officer shall be present when the STOP signs are placed or folded STOP signs are opened to ensure traffic compliance.
6. The uniformed police officer shall ensure the traffic signal controller is switched from a run mode to an all-red flash mode so that when power is restored, the signals shall flash red in all directions.
7. When power is restored, a uniformed police officer shall be present to ensure the STOP signs are removed or folded STOP signs are locked in the folded position, and that the signal controller is switched to normal operation.
8. The LOCAL AGENCY shall be responsible for all costs of installing and maintaining the STOP Signs.
9. The LOCAL AGENCY shall notify the STATE as soon as folded STOP signs are displayed and as soon as they are returned to the folded position.
10. Then Local Agency shall be responsible for the removal of the STOP signs if, in the opinion of the STATE, they are found to be the cause of operational problems or are not used in conformance with this exhibit.