

**AN ORDINANCE ESTABLISHING A BICYCLE AND PEDESTRIAN ADVISORY  
COMMISSION FOR THE CITY OF URBANA, ILLINOIS**

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

Section 1. The City of Urbana Local Traffic Code, Chapter 23, Article  
XI. Regulations for Bicycles, shall be amended by adding the following  
sections after Section 23.145.

"**Sec. 23-146. Establishment.** There is hereby established a Bicycle and  
Pedestrian Advisory Commission, the members of which shall serve  
without compensation.

**Sec. 23-147. Composition, appointment, quorum.** The Bicycle and  
Pedestrian Advisory Commission shall consist of ten (10) members to be  
appointed by the mayor with the approval of the city council. Members  
of the Commission shall be chosen from among local bicycle clubs,  
runners, walkers, people who use wheelchairs, and people with visual  
impairments, as well as the public at large. All members shall be  
residents of the city. The lesser of a majority of members or any five  
(5) members of the Commission shall constitute a quorum.

**Sec. 23-148. Duties.**

(a) The purpose of the Bicycle and Pedestrian Advisory Commission  
shall be to:

- (1) advise the City Council on bicyclist and pedestrian issues;
- (2) analyze routing, operation and safety of bicycles;
- (3) review and make recommendations regarding the City's Capital  
Improvement Plan and Bicycle Master Plan;

- (4) evaluate and make recommendations for an action plan for biking and walking facilities (on-street and off-street paths and lanes, bicycle racks, signage and signalization);
- (5) coordinate with external agencies on maps and regional path connections;
- (6) develop education and public outreach programs on bicycle and pedestrian issues; and
- (7) assist the City in the development of bicycle and pedestrian systems within the community.

(b) The Commission shall advise and consult with the mayor and city council on the issues set forth in subsection (a), and recommend such actions to them as it deems appropriate to effectuate the intent of this article.

(c) The services of all city departments and agencies shall be made available by their respective heads to the Commission at its request, and information in the hands of any department or agency shall be furnished to the Commission upon written request to the mayor.

(d) The Commission shall render an annual report to the mayor and council.

**Sec. 23-149. Meetings, absence of member.**

(a) The Commission shall meet from time to time, at least once each quarter, on call of the chairperson or of any five (5) members.

(b) Any member who is absent from all meetings in three (3) consecutive months may be replaced as in the case of a vacancy.

**Sec. 23-150. Performance of duties delegated by mayor and council.**

The Commission shall perform such further duties as may be delegated to it by the mayor and city council.

Section 2. 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 meeting of said Council.


PASSED by the City Council this 5th day of June,  
2006 .

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

NAYS:

ABSTAINS:

APPROVED by the Mayor this 16th day of June,  
2006 .

*Phyllis D. Clark*  
Phyllis D. Clark, City Clerk  
*by Debra A. Wilgert*  
Debra A. Wilgert, Deputy Clerk  
  
*Laurel Lutz Prussing*  
Laurel Lutz Prussing, Mayor

*Rec'd 2/2011*

**URBANA BICYCLE PLAN  
CONTRACT FOR TECHNICAL AND PLANNING SERVICES**

**THIS AGREEMENT** is entered into this 20<sup>th</sup> day of Feb., 2007 by and between the City of Urbana (hereinafter referred to as "the City") and the Champaign County Regional Planning Commission, (hereinafter referred to as "the Commission").

**WITNESSETH**

**WHEREAS**, the City desires to retain the Commission to provide certain technical and planning services in order to prepare a Bicycle Master Plan for the City of Urbana; and

**WHEREAS**, the purpose of this agreement is to provide the terms and conditions upon which those services will be provided,

**WHEREAS**, it is appropriate to reduce such terms and conditions to writing as set forth herein,

**NOW, THEREFORE**, the parties do mutually agree and contract as follows:

**1. Technical and Planning Services.** The City hereby retains and contracts with the Commission to provide technical and planning services for a City of Urbana Bicycle Master Plan as set forth in Attachment A, which attachment is hereby incorporated into this agreement. Time is of the essence in the performance of this agreement.

**2. Compensation.** The City shall pay the Commission total compensation not to exceed \$35,000 to accomplish the work, as set forth in ATTACHMENT A. "Total compensation", as used herein, shall include all direct costs (salaries, mapping, travel, etc.) and indirect costs (office and administrative overhead) incurred by the Commission to perform these services. Invoices to the City as set forth in Paragraph 8, shall be based on actual cost as set forth therein. \$35,000 represents the maximum cost to the City, not the expected cost of the agreement.

**3. Period Covered.** This agreement shall commence immediately upon execution by both parties, and shall terminate on February 29, 2008 unless extended by written agreement of the parties.

**4. Personnel:** The Commission shall be responsible for providing all personnel

required to perform the services required under this agreement, including any subcontractors. All such personnel shall be paid directly by the Commission and operate under its direct supervision.

**5. Cooperation.**

(a) The City agrees to cooperate with the Commission and any subcontractors by directing its employees to provide the Commission with copies of all data, studies, surveys, drawings, plans, maps, models and information (currently within its possession) pertaining to the City's present and contemplated bicycle plans. The City also agrees to direct its consultants and contractors who possess relevant information, models, data, etc., to provide such to the Commission. All information shall be provided on a timely basis. However, the City shall not be required to generate special data or information not presently existent, unless the parties mutually agree that such information, data, etc., requested is essential to the Commission's ability to complete its tasks and is properly the City's responsibility to compile under this agreement.

(b) The Commission, for its part, shall be specific in its data and information requests to the City. If there are information gaps on either side, the parties shall consult on a timely basis and seek to resolve any issues which arise.

(c) The Commission will provide regular reports to the City on its progress. The Commission shall also respond in a timely manner to any specific inquiries or questions raised by the City.

(d) The Commission shall work with other organizations in the formulation of the Bicycle Master Plan, as directed by the City. That work may include, but not be limited to, consultation with designated organizations involved with bicycle paths and related issues.

(e) Both the City and the Commission shall designate a person who shall be the primary point of contact for all such information and data requests.

**6. Final Report.** The Commission shall submit a final report for the City's receipt and approval by January 31, 2008. The parties may extend this deadline by mutual, written consent.

**7. Confidentiality.** All information, data, reports, and plans compiled by the Commission for the Bicycle Plan shall be and become the property of the City. This

provision shall not only apply to the final report, but all working papers, data, models, drawings, plans, maps, and information compiled by the Commission in the course of its work. Any reports, data, plans, models, maps, information, etc., compiled by the Commission for the City shall, upon request to the City, be kept confidential to the extent permitted by law, and not be made available to any individual or organization without prior written approval of the City. The City shall also govern and control any Freedom of Information Act (FOIA) request made to the Commission for such information to the extent permitted by law. Any such request shall be promptly communicated to the City.

#### **8. Billing.**

(a) The Commission shall bill the City quarterly for work performed under this agreement. However, the Commission may submit invoices for work performed on a periodic basis other than quarterly billing with the consent of the City.

(b) All invoices submitted for payment to the City by the Commission, shall include the hours of work performed multiplied by the hourly rate for each person identified, plus any administrative overhead assessed and itemized expenses incurred.

(c) Invoices shall be due and payable within 45 days of their submittal to the City's designated employee for payment. However, this time limitation shall not apply to disputed invoices, provided that the City has given the Commission timely written notice of the disputed invoice and the questions at issue.

#### **9. Termination for Cause.**

(a) This agreement may be terminated by either party for a material breach of contract by the other party not caused by any action or omission of the terminating party by giving the other party at least five (5) days written notice in advance of the termination date. The notice of termination shall specify the material breach committed by the offending party.

(b) Upon termination, whether by the City or by the Commission, the Commission shall be entitled to payment for all services rendered up to the date of notice of termination. All finished or unfinished materials including computer files, documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Commission under this contract shall be and remain the property of the City and shall be promptly forwarded to the City. However, the City shall reimburse the Commission for

the actual cost incurred in compiling and forwarding such materials to the City.

**10. Termination for Convenience.** This agreement may be terminated by the City for its convenience and without cause of any nature at any time during the period of this agreement upon written notice at least 30 days prior to termination. Upon termination pursuant to this Paragraph, the Commission shall invoice the City for any uncompensated services that have been completed prior to termination. If less than 60% of the maximum compensation provided for by this agreement has been invoiced by the Commission on the effective date of termination, the City shall also be responsible for reimbursing the Commission for any reasonable out-of-pocket expenses incurred that are directly attributable to the uncompleted services to be performed by the Commission pursuant to this agreement. Payments made to the Commission shall not exceed the actual cost allowed pursuant to Paragraph 2. Upon such payment, all obligations of the City to the Commission under this agreement will terminate.

**11. Notice.** Notices and requests as provided herein shall be deemed given as the date the notices are deposited, by First Class Mail, addressed to the other party, to each of the party's representatives listed below and at the addresses specified herein, or such other address as is specified by the party in writing. Notices shall be sent to the following addresses:

Commission:                   Champaign County Regional Planning,  
Commission (CCRPC)  
Champaign Urbana Urbanized Area  
Transportation Study (CUUATS)  
Attn: Rita Morocoima-Black  
1776 E. Washington Street  
Urbana, IL 61802

City of Urbana:               Department of Public Works  
Attn: Jennifer Selby  
706 S. Glover Avenue  
Urbana, Illinois 61802-4427

**12. Amendments.** Either party may, from time to time, request changes in the terms of this agreement, including the Scope of Services set forth in Attachment A. However, any changes to the agreement or the Scope of Services, including any increase or decrease in the amount of compensation to the Commission, must be made by mutual

agreement and incorporated in to this agreement by written amendment.

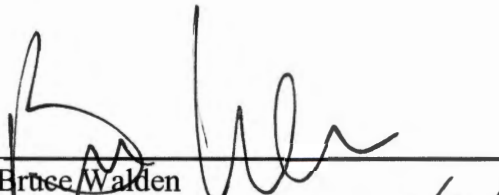
**13. Entire Contract.** This agreement (together with the Attachment attached hereto) is the entire contract between the City and the Commission relating to the subject matter hereof, and supersedes any and all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Commission.

**14. Authority.** The undersigned signatories hereby represent and affirm that they have the legal authority of their governing boards to enter into this agreement and to bind their respective governmental bodies as set forth herein.

**IN WITNESS WHEREOF,** the parties hereto have caused this agreement to be executed by its officers as of the date first written above.

**For the City of Urbana:**

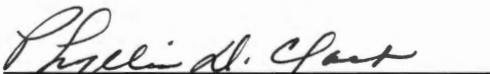
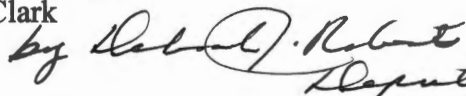
**For the Champaign County Regional  
Planning Commission:**

  
\_\_\_\_\_  
Bruce Walden  
Chief Administrative Officer 2/20/07

  
\_\_\_\_\_  
John Dimit  
Executive Director

Attested to:

Date: 2/15/07

  
\_\_\_\_\_  
Phyllis D. Clark  
City Clerk by   
Deputy Clerk 2/20/07

Date:



# **ATTACHMENT A**

**Scope of Services**  
**BICYCLE MASTER PLAN FOR THE CITY OF URBANA**

**I. INTRODUCTION**

The City of Urbana retains the services of the Champaign County Regional Planning Commission (CCRPC) for the preparation of its Bicycle Master Plan. Through a strong public involvement process and advanced modeling techniques, the plan will identify the facilities and policies necessary to ensure that bicycling remains a viable travel option for all residents and visitors in the City.

**II. PURPOSE AND STUDY OBJECTIVES****a. Study Area**

For this Scope of Services, the study area is bounded by the City of Urbana Municipal Limits including the streets but no off-street paths within the Urbana portion of the University District. See Map 1.

**b. Purpose**

The purpose of this study is to develop the Bicycle Master Plan for the City of Urbana. The Bicycle Master Plan will build on the 2004 Champaign County Greenways and Trails Plan by identifying bicycle transportation improvements throughout the city. This mode of travel is intended to be safe, efficient, and a practical travel option for all residents and visitors in the city. The plan will define this network and will also provide a strategy for the provision of this travel network within the city boundaries.

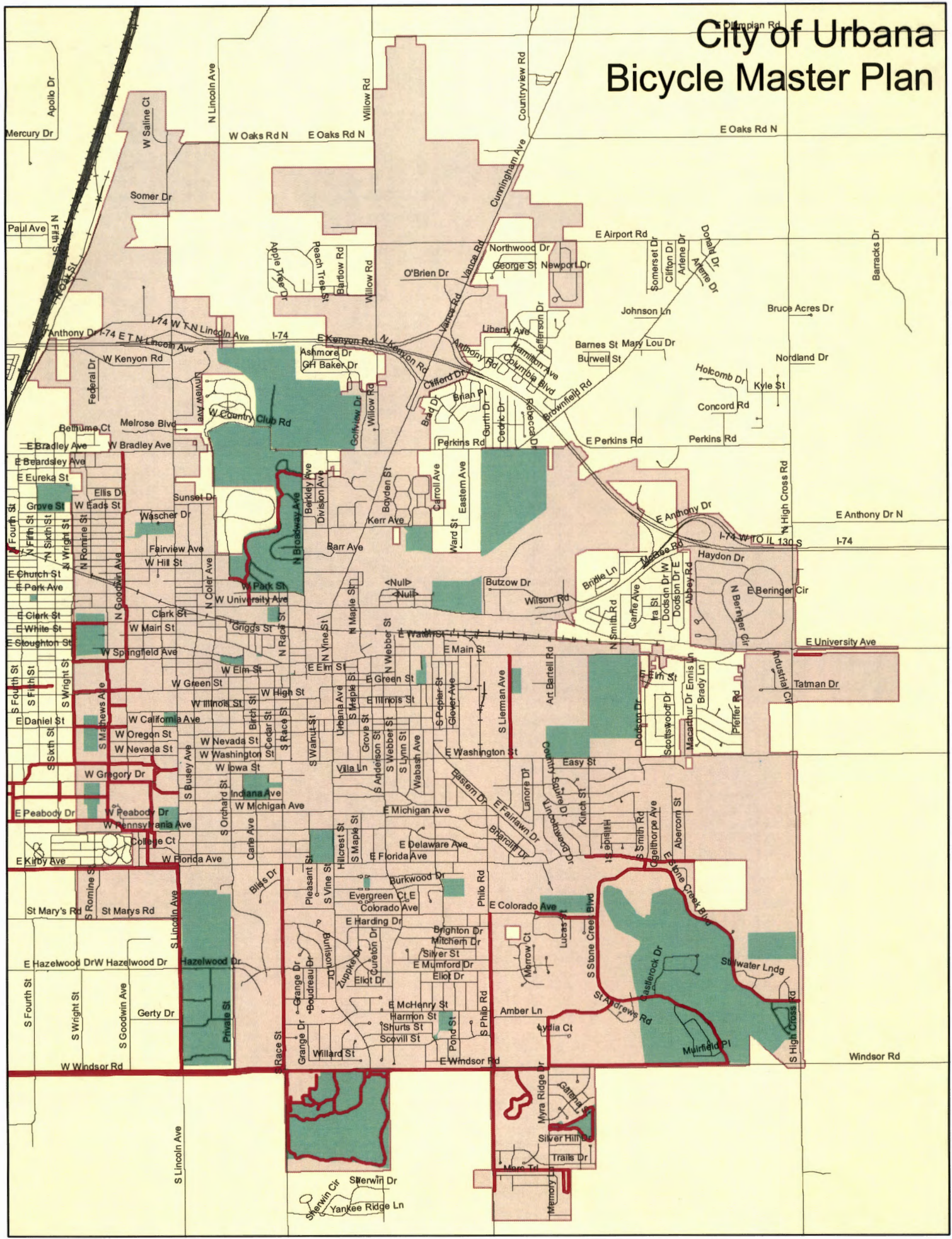
**c. Objectives**

The Bicycle Master Plan will be consistent with applicable Illinois Department of Transportation (IDOT) regulations and all laws, codes and City ordinances. The study will also be consistent with the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), applicable MPO policies, and any related policies of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).

Specific activities to be undertaken by the CCRPC, are as follows:

- Identification of existing federal, state, and local legislation, policies, and programs that affect bicyclists and pedestrians.
- Formulation of a Public Involvement Plan and strategy to be used throughout the development of the plan.
- Identification and inventory of existing bicycle and pedestrian facilities, including opportunities and constraints in the network.
- Development of a methodology for the analysis of bicycle and pedestrian data.
- Identification, evaluation, and ranking of bicycle travel/transportation improvements.
- Development of an implementation process by which the identified goals and objectives of the plan can be attained.

# City of Urbana Bicycle Master Plan



### III. SCOPE OF SERVICES

#### **Task 1 – Project Management**

This project will be managed for the City of Urbana by Public Works staff. Jennifer Selby will be the representative for Public Works. All communications regarding the project will be directed to her.

A Bicycle Master Plan Steering Committee, consisting of City of Urbana Public Works Staff, City of Urbana Community Development Staff, and representatives from the Urbana Park District, Urbana School District, and University of Illinois, will meet with CCRPC staff on a monthly (or as-needed) basis throughout the course of the project to discuss the project status.

The City of Urbana Bicycle and Pedestrian Advisory Commission (BPAC) will be actively involved in the project. BPAC meets the 3<sup>rd</sup> Tuesday of each month at 7:00 p.m. in City Council Chambers. CCRPC staff will make three presentations to BPAC throughout the course of the project to discuss the project status.

#### **Task 2 – Develop a Public Involvement Component for the Project**

The proposed public involvement plan will be consistent with, but not limited to, the Champaign Urbana Urbanized Area Transportation Study (CUUATS) MPO's adopted Public Involvement Policy (PIP) and the requirements of this scope of services. The public involvement plan identifies the specific public involvement procedures to be used throughout the project, including public outreach procedures, suggested meeting formats, presentations to the City and its advisory commission, and the utilization of feedback and comments throughout the project. Specifically, the CCRPC will utilize feedback from the City of Urbana Bicycle and Pedestrian Advisory Commission and Bicycle Master Plan Steering Committee throughout the development of the Plan. The public involvement plan will identify specific outreach efforts to inform and involve the traditionally underserved (including minority and low income populations) in this project. Because of the diversity among users of bicycle facilities, the bicycle plan will involve the participation of a variety of interested parties including commuter and recreational bicyclists, school age children, parents, law enforcement, and school safety officials.

A number of activities will be planned to facilitate public outreach on this project. These activities will include:

- Creation of a website for this project
- Regular website updates
- Two project e-newsletters (tentative)
- Three presentations before the City of Urbana Bicycle and Pedestrian Advisory Commission
- Two public meetings
- Presentation of the Final Plan at a City Council Meeting

#### **Task 3 – Development of Evaluation Methodology**

The CCRPC will develop criteria and a methodology for the collection and analysis of bicycle data as well as performance criteria (accessibility, directness, continuity, attractiveness, costs, etc.) to define a bicycle network. This methodology will also aid in the evaluation and prioritization of bicycle improvements.

Bicycle Level Of Service (BLOS), together with the FHWA's Bicycle Compatibility Index (BCI) will be used as standards for quantifying the "bike-friendliness" of a roadway. The CCRPC will

prepare a document describing the criteria and technical methodology to be used in the study that will include clear and understandable documentation of the methodology and specific application examples relevant to the study area.

#### **Task 4 – Inventory of Existing Conditions and Data Collection**

##### **a. Research of Official Documents**

The CCRPC will provide a comprehensive summary of legal documents, plans, and ordinances that may influence any dimension of the bicycle plan. Information to be reviewed will include:

- Municipal and County comprehensive plans, previous bike/pedestrian plans, current Champaign County Greenways and Trails plan, current neighborhood plans and MPO studies, current TIP, priority projects report, the MPO Long Range Transportation Plan, and current corridor studies.
- Legal ordinances and policies relevant to the completion and implementation of the bicycle master plan. This will include any local, state, and federal legislation that bears an impact on the bicycle travel network.
- Existing funding sources available for the construction and improvement of bicycle transportation facilities.
- State legislation on greenways and trails including research of the current state greenways and trails program.
- Design and safety standards for the provision of bicycle facilities.

##### **b. Public Meeting (First)**

At this time, the CCRPC will compile feedback from public involvement efforts that determine specific deficiencies and community perceptions as they pertain to issues relevant to bicycle travel.

The first public meeting is an opportune time to narrow the focus of what road corridors to study. The activities on this meeting will include:

- Briefly introduce goals and tasks of project
- Ask audience why, where (general, not specific) they bike
- Describe the menu of bikeway options (on-road and off-road) and our methodology in selecting which is appropriate for a location
- Get individual input: Each attendee gets time to mark up individual maps on what routes should be studied. (In Urbana, these maps could include results from CCRPC's commuter survey as a base - attendees would then use highlighters to agree with these or add other)
- Get group input: Break up into tables grouped geographically (different parts of town) with self-selection. Groups get time to develop consensus priorities for their section of town.

The main outcome of the first meeting should be a prioritization of the routes (road corridors) to be studied for possible inclusion in the bikeway network. Detailed data collection on these specific routes (and others, if needed) will follow.

##### **c. Base Data and Facilities Inventory**

The CCRPC will collect and present all appropriate demographic, socioeconomic, land use, transportation, and comprehensive plan data necessary for assessing the study area's bicycle transportation needs. The information gathered will be presented in a concise, organized, and understandable format, either mapped and/or in tabular form, for public consumption.

The base data to be collected for this project shall include, but not be limited to, the following:

- Inventory of existing and planned bicycle network and facilities. This will involve a field survey of the study area. Information will also be obtained from the City of Urbana Public Works and Community Development Departments, and the CCRPC.
- Inventory of roadway characteristics including physical characteristics of roads, pavement conditions, signage, any natural and man-made barriers, bicycle friendliness, and access to other modes of transportation such as transit.
- Bicycle crash data. These data will include detailed information as to the conditions that existed when crashes occurred.
- Neighborhood and land use characteristics, which will include locations of schools, parks, playgrounds, and other recreational and cultural areas that are accessible destinations for bicyclists, as well as large employers and business centers.
- Socioeconomic data and demographic data for the City of Urbana. This will also include information on automobile ownership and commuting trends describing mode splits for the city.

#### **Task 5 – Analysis of Existing Conditions**

##### **a. Analysis of Existing Conditions**

Using feedback from the general public and data collected in Task 4, the CCRPC will identify major bicycle trends, issues, and needs, constraints and opportunities within the study area. This analysis should address each of the following categories:

- Crash data to determine hazardous intersections or locations. This analysis shall consider motorized and non-motorized vehicle traffic information and will identify corridors and intersections that do not meet bicyclist safety standards.
- Any gaps in the bicycle network in the city. This would include signage, sidewalks, bike paths, and any other facilities that may provide safe and efficient access to bicyclist destinations.
- Critical community and neighborhood concerns and problem areas based on public participation and public outreach.
- Schools with deficient bicycle networks within their corresponding neighborhoods and attendance boundaries. This would also include analysis of safety issues for the appropriate school.
- Regional interconnections with other municipalities and the University of Illinois and MPO planning area.

##### **b. Development of Goals & Objectives**

The CCRPC will identify a series of logical and realistic goals and objectives for the plan based on the analysis of existing conditions and community input. Objectives set specific, measurable milestones to be completed that will enable progress toward reaching long-term community goals. The objectives must be system and performance oriented and provide quantitative directions toward the attainment of goals.

**c. Existing Conditions and Data Collection and Analysis Report**

The CCRPC will prepare a document summarizing all collected data for the study area and a thorough evaluation of the existing conditions analysis. Major bicycle and pedestrian trends, issues, needs, constraints and opportunities within the study area will be summarized. Relevant data will be presented in an organized, concise, and understandable format, mapped, graphed, and/or in tabular form for public consumption. Goals and objectives will also be clearly identified and described in this report. The connection between the existing conditions analysis and the identified goals and objectives will be presented in a logical and concise format.

**Task 6 – Plan Development & Design**

**a. Prioritized Needs Plan**

The CCRPC will develop a series of prioritized bicycle transportation improvements that are consistent with the outlined goals and objectives of the plan. An analysis of possible improvements will be conducted to assess the implications to the study area, the ability to address identified issues, trends, needs, conflicts, problems and opportunities, and the cost to implement, including capital and operating costs, as well as potential funding sources and revenue.

Prioritized improvements will be ranked in a concise, orderly, and understandable format. Those improvements that best meet the study objectives as identified in Task 5 of the report will be clearly identified and described as to their merit over other possible options.

**b. Plan Development and Design Report**

The CCRPC will prepare a report describing the development of the prioritized bicycle travel improvements and the Prioritized Needs Plan.

**Task 7 – Bicycle Implementation Plan**

**a. Implementation Plan**

Based on the results of the previous task, the CCRPC will prepare an implementation plan that will address each of the following issues:

- Development of a comprehensive and continuous bicycle network that is appropriately distributed throughout the City.
- Clear specification of the location and type of facility to be built for each segment of the network. This would be a comprehensive network delineating the specific attraction areas to be connected for each mode of transportation.
  - ✓ The most appropriate type of bicycle facility (i.e. on-street bike lanes, off-street bike paths, shared-use paths, signed bike routes) for each of the street identified will be based on available pavement width, available right-of-way, community input, site specific conditions, etc.
- A specific implementation schedule/timeframe for the recommended improvements ranked by priority not by year (funding), which also includes prioritized bicycle links to be included in the CUUATS Transportation Improvement Program or City of Urbana Capital Improvement Plan.

- A realistic cost feasible plan with specific cost estimates for the implementation of the plan that coincides and is consistent with the implementation schedule of the plan.
- A realistic cost feasible plan with specific cost estimates for the implementation of the plan that coincides and is consistent with the implementation schedule of the plan.
- A system for maintenance and management of current and future bicycle facilities, which include funding sources and a description of governmental and departmental responsibilities.
- A design for a standard bicycle and pedestrian friendly roadway model applicable to unconstrained roadway facilities citywide.
- Policies for the realization of the specified goals and objectives of the plan.
- A comprehensive inventory of funding sources that includes procedures and time constraints for obtaining those funds.
- Strategies for monitoring and evaluating the success and implementation of the plan.
- Strategies for improving bicycle safety. This should include bicycle safety education programs and also roadway signage improvement.
- Recommendations for possible comprehensive plan amendments.
- Amendments will aid in the building of the network as well as facilitate the implementation of the bicycle plan.

**b. Public Meeting (Second)**

A second public meeting will be scheduled to discuss proposed recommendations and the final draft of the Bicycle Master Plan. The CCRPC will conduct a second public information meeting for the purpose of sharing the recommendations of the Bicycle Master Plan with the public.

**Task 8 – Bicycle Master Plan – Final Draft**

**a. Bicycle Master Plan - Final Draft**

The CCRPC will respond to reactions and comments received from the public, and final revisions will be made to the draft Bicycle Master Plan. The CCRPC will compile the different sections of the reports pertaining to the Bicycle Master Plan into a Final Draft Bicycle Master Plan for submittal to the Bicycle Master Plan Steering Committee and Bicycle and Pedestrian Advisory Commission.

The report will include not only the different sections previously approved but also the overall study methodology, the public involvement process used to develop the study recommendations, and other relevant information.

**b. Final Public Meeting**

Upon recommendation of the revised draft final report, the CCRPC will finalize all text and graphics for the city in the form of a Final Bicycle Master Plan. The Final Report shall be produced in an electronically reproducible format for submittal to the City of Urbana.

The Plan will be presented to the City Council to introduce the Final Bicycle Master Plan to interested parties and for final approval by the Urbana City Council.