

RESOLUTION NO. 7778-R4

A RESOLUTION APPROVING AN AGREEMENT FOR  
IMPROVEMENTS AT THE INTERSECTION OF  
SPRINGFIELD AVENUE AND WRIGHT STREET

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

1. That the Agreement by and between the State of  
Illinois Department of Transportation and the City of Urbana,  
Illinois, a copy of which is attached hereto and hereby incorporated  
by reference, be and the same is hereby approved.

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

PASSED by the City Council on this 1<sup>st</sup> day of  
August, 1977.

Duane Eckerty  
Duane Eckerty, City Clerk  
Beverly Embarger, Deputy Clerk

APPROVED by the Mayor this 8<sup>th</sup> day of August,  
1977.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

7778-R4

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN RESOLUTION  
NO #7778-R4 AND IS INCORPORATED THEREIN BY REFERENCE.

\_\_\_\_\_  
Beverly Umbarger  
Acting City Clerk

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

Section (32WZ)TS  
Urbana

AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 197\_\_\_\_, by and between the State of Illinois, acting through its Department of Transportation, hereinafter referred to as the STATE, Party of the First Part and the City of Urbana of the State of Illinois, hereinafter referred to as the CITY, Party of the Second Part

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public is desirous of improving the intersection of Federal-Aid Primary Route 804 (Springfield Avenue, US Route 45) and Federal-Aid Primary Route 808 (Wright Street, US Route 45) by modernizing the traffic control signals, relocating and re-constructing segments of curb and gutter to improve intersection geometrics, constructing sidewalk ramps for the handicapped (south side of Springfield Avenue only) and by performing all other work necessary to complete the improvement in accordance with the plans and specifications designated as State Section (32WZ)TS, 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 prepare the plans and specifications, receive construction 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 all construction and engineering costs incurred hereunder at no cost to the CITY.
3. It is mutually agreed by the parties hereto that the estimated cost of the improvement is as follows:

Construction Cost.....	\$25,000
Engineering Cost (9%).....	<u>2,250</u>

Total.....\$27,250

4. Upon completion of the improvement, the CITY agrees to the following:
  - a. The CITY will assume responsibility for the maintenance of the traffic signals set forth in this Agreement, at no cost to the STATE. Traffic Signal

maintenance shall be in accordance with the Traffic Signal Maintenance Provisions attached hereto, marked Exhibit "A". The STATE reserves the right to take over the maintenance of the traffic signals upon giving the CITY a written notice not less than thirty (30) days in advance, and bill the CITY for the cost of such maintenance if the CITY fails to maintain the traffic signals in accordance with these provisions.

- b. The CITY will furnish all necessary electrical energy to operate the traffic signals at no cost to the STATE.
  - c. The STATE reserves the right to control the sequence and timing of the traffic signals.
- 5. The CITY agrees to maintain the sidewalk ramps for the handicapped, constructed under this Agreement at no cost to the STATE.
  - 6. The CITY agrees to provide, prior to the STATE'S advertising for bids for the work to be performed hereunder, approval of the plans and specifications as prepared by the STATE, by resolution or letter.
  - 7. The CITY has passed and will put into effect, prior to the STATE'S advertising for the work to be performed hereunder, an ordinance that parking will be prohibited within the limits of this improvement, a copy of which is attached hereto marked Exhibit "B" and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined to be necessary by the STATE from traffic capacity studies.
  - 8. The CITY agrees to exercise its franchise right to cause private utilities to be relocated and/or adjusted at no cost to the STATE.
  - 9. Prior to the STATE'S advertising for the work to be performed hereunder, the disposition of encroachments will be cooperative determined with representatives from the CITY and the STATE. The CITY has adopted and will put into effect, prior to the STATE'S advertising for the work to be performed hereunder, an appropriate ordinance relative to the disposition of encroachments and prohibiting in the future, any new encroachments within the limits of the improvement, a copy of which is attached hereto marked Exhibit "C".
  - 10. The CITY agrees not to authorize or permit any operation, practice or encroachment that will change, impede or interrupt the orderly flow of vehicular traffic on the completed improvement and to enforce such traffic regulations and ordinances that affect traffic operations thereon.
  - 11. 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 by July 1, 1979.



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

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials as of the dates below indicated.

CITY OF URBANA

Jeffrey T. Mubland  
Mayor  
August 8, 1977

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Engineer of Traffic  
\_\_\_\_\_, 197\_\_



CHAMPAIGN

COLE HOSP.

POP. 59,152

PAIGN HIGH UNIVERSITY

SCHOOL AVE

WEST SIDE CITY PARK

Springfield Avenue

FAP 804

FAP 808

Wright Street

FAP 7174

URBANA

UNIVERSITY

OF ILLINOIS

PENNSYLVANIA

MOUNT HOPE



## TRAFFIC SIGNAL MAINTENANCE PROVISIONS

The City (Village) shall:

1. Patrol the traffic control signal system a minimum of once every two (2) weeks and replace burned out lamps or damaged sockets as may be required. The reflector and lens should be cleaned each time a lamp is replaced.
2. Keep signal posts, controller pedestals, and foundations in alignment at all times.
3. Keep signal posts and controller pedestals tight on foundation.
4. Keep signal heads and controller cabinets tight on their pedestals and properly adjusted.
5. Keep detector equipment in proper working order at all times.
6. Check the controllers, relays, and detectors at least once every month to ascertain that they are functioning properly and make all necessary repairs and replacements.
7. Furnish and install temporary controller whenever necessary.
8. Keep interior of controller cabinets in a neat and workmanlike manner at all times.
9. Remove to clean and overhaul the controllers, relays, special auxiliary control equipment, and time clock once a year or oftener if necessary. A record tag shall be attached to each controller on which shall be indicated the date of overhaul or other service work.
10. Replace burned out fuses.
11. Clean reflectors, lenses, and lamps once every six (6) months.
12. Repaint all signal components exposed to weather at least once every (2) years.
13. Group relamp traffic signal heads at the expiration of the average rated lamp life.
14. Repair or replace any and all equipment damaged by any cause whatsoever.
15. Be responsible to make recovery for damage to any part of the installation or systems from the party causing the damage.
16. Place a stop sign on each approach to the intersection as a temporary means of regulating traffic whenever repairs at a signalized intersection require that the controller be disconnected.
17. Respond to emergency calls from authorized parties twenty-four (24) hours a day including Saturdays, Sundays, and holidays. Controller failure, lights out, knockdowns, or two (2) red lights out at an intersection are considered emergencies.
18. Provide the STATE the name, address, and telephone number of at least one person who will be available for emergency repair of the traffic signals and shall keep the STATE informed of any changes of same.

C E R T I F I C A T E

STATE OF ILLINOIS )

COUNTY OF CHAMPAIGN ) SS

CITY OF URBANA )

I, \_\_\_\_\_, City Clerk of the City of Urbana, Champaign County, State of Illinois, and Keeper of the records and papers of said City, do hereby certify that in a meeting of the Council of the City of Urbana on \_\_\_\_\_, 197\_\_ approved Traffic Signal Maintenance Provisions as set forth in attached Exhibit "A", to cover work to be performed on State Section (32WZ)TS within the Corporate Limits of said City.

Witness my hand and the corporate seal of the City of Urbana, Illinois this 2 day of \_\_\_\_\_, A.D., 197\_\_.

\_\_\_\_\_  
CITY CLERK OF URBANA, ILLINOIS

(SEAL)