

RESOLUTION NO. 2018-01-002R

**A RESOLUTION APPROVING AN AGREEMENT WITH THE ILLINOIS
DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION AND
MAINTENANCE OF A SHARED-USE PATH**

(Cunningham Avenue from Kenyon Road to Napleton Way)

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the Illinois Department of Transportation (“IDOT”) and the City propose to jointly fund the construction of a shared-use path on Cunningham Avenue, extending from Kenyon Road approximately 3,400 feet north to Napleton Way, as provided in the agreement attached hereto; and

WHEREAS, the City Council finds that such shared-use path will facilitate the free flow of traffic and promote pedestrian, bicyclist, and motorist safety; and

WHEREAS, on June 19, 2017, the City Council passed Ordinance No. 2017-06-026, approving the fiscal year 2017 – 2018 annual budget for the City, which budget authorized allocation of the funds necessary for the City’s share of constructing such shared-use path; and

WHEREAS, the City Council, after due consideration, finds that the approval of an agreement with IDOT, as herein provided, is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

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

Section 1.

An Agreement for construction and maintenance of a shared-use path on Cunningham Avenue, extending from Kenyon Road approximately 3,400 feet north to Napleton Way, between the Illinois Department of Transportation and the City of Urbana, Illinois, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

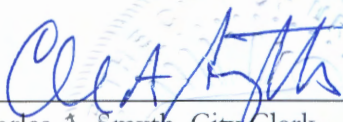
Upon approval of this Resolution, the City Clerk is directed to transmit one certified copy to Kensil A. Garnett, P.E., Deputy Director of Highways, Region 3 Engineer, Illinois Department of Transportation, 13473 IL Hwy 133, P. O. Box 610, Paris, IL 61944-6731.

PASSED BY THE CITY COUNCIL this 5th day of February, 2018.

AYES: Ammons, Brown, Hazen, Jakobsson, Miller, Roberts, Wu

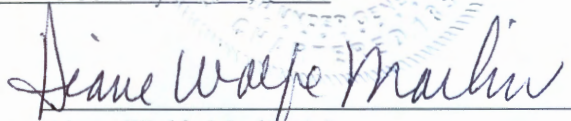
NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 5th day of February, 2018.



Diane Wolfe Marlin, Mayor

CITY of URBANA
(Champaign County)
FAP Route 800 (US Route 45 Cunningham Ave)
Section (28X-2)RS-3 & (28X-1)RS-6
CITY Section 17-00582-00-SW
County Champaign
Job No. C-95-038-12
Agreement No. JN 518001
Contract No. 70A10

AGREEMENT

This agreement entered into this 6TH day of FEBRUARY, A.D., 2018, 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 approximately 7,964 feet of Cunningham Ave., FAP Route 800 US Route 45, State Section (28X-2)RS-3 & (28X-1)RS-6, CITY Section 17-00582-00-SW by milling, resurfacing. US Route 45 from University Ave. to Napleton Way, adjusting traffic signals, relocating highway lighting, constructing new 10 foot PCC Shared-Use Path from Kenyon Road to Napleton Way, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY requested a Shared-Use Path to be constructed between Kenyon Road and Napleton Way;

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, including the cost of railroad adjustments, 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:

<u>Type of Work</u>	<u>STATE RESPONSIBILITY</u>				<u>CITY RESPONSIBILITY</u>		<u>TOTAL</u>
	<u>FEDERAL REIMBURSABLE</u>		<u>STATE MATCHING</u>		<u>LOCAL PARTICIPATION</u>		
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	
All constr. costs excluding the following	\$ 1,468,919	80	\$ 367,230	20	NA	NA	\$1,836,148
Shared-Use Path	\$ 408,254	60	\$ 136,085	20	\$136,085	20	\$ 680,424
Highway Lighting	NA	NA	\$ 82,098	80	\$ 20,524	20	\$ 102,622
Sub Total	\$1,877,173		\$ 585,412		\$156,609		\$2,444,745
P&C Engr. 15%					\$ 23,491		\$ 23,491
Total	\$1,877,173		\$ 585,412		\$180,101		\$ 2,642,686

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering.

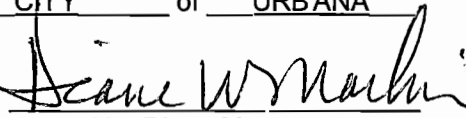
4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.
5. The CITY further agrees 80% Payment upon Award that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION OF the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation including any non-participating costs on FA Projects in a lump sum, upon completion of the project based upon final costs.
6. The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.
7. 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 FAP Route 800 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.
11. 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.

12. All CITY owned utilities, on STATE right-of-way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right-of-way of the Illinois State Highway System." (92 Ill. Adm. Code 530)
13. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
14. Upon final field inspection of the improvement and so long as Cunningham Ave is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the 4 through traffic lanes and the left-turn and right-turn lanes, and the curb and gutter and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
15. 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, Shared-Use Path, 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. 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.
16. The CITY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the Shared-Use Path. The CITY further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the construction and/or operation of the Shared-Use Path.
17. 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 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.
18. 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.
19. 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.

20. 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.

21. 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.

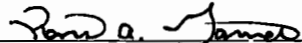
This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY of URBANA
By: 
Ms. Diane Marlin

TITLE: Mayor of Urbana

Date: 2/05/2017

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: 
Kensil A. Garnett, P.E.
Region Three Engineer

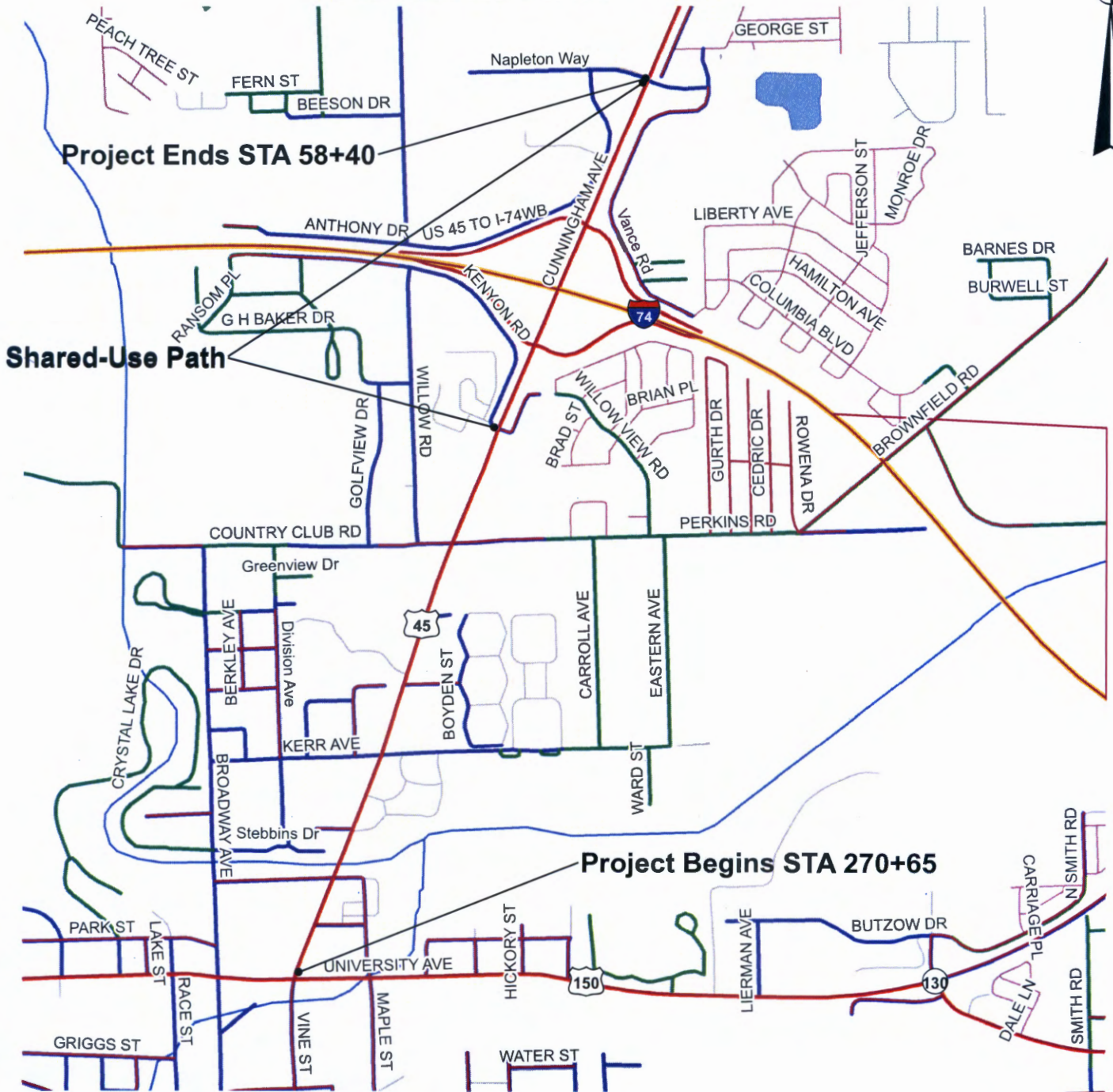
Date: 020618

FAP Route 800 (US Route 45 Cunningham Ave)
Section (28X-2)RS-3 & (28X-1)RS-6
CITY Section 17-00582-00-SW
County Champaign
Job No. C-95-038-12
Agreement No. JN 518001
Contract No. 70A10



Illinois Department of Transportation **LOCATION MAP**

FAP 800 (US 45 Cunningham Ave)
State Sec (28X-2)RS-3 & (28X-1)RS-6
City Sec 17-00582-00-SW
Job No C 95-038-12
Agreement No JN 518001
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City Section 17-00582-00-SW
County Champaign
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PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 800 known as Cunningham Avenue, State Section (28X-2)RS-3 &(28X-1)RS-6, City Section 17-00582-00-SW, the City of Urbana hereby approves the plans and specifications for the proposed construction.

APPROVED Feb 5, 2018

By: *Diane Wolfe Markin*
City of Urbana

CITY of URBANA
(Champaign County)
FAP Route 800 (US Route 45 Cunningham Ave)
Section (28X-2)RS-3 & (28X-1)RS-6
CITY Section 17-00582-00-SW
County Champaign
Job No. C-95-038-12
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WHEREAS, the CITY requested a Shared-Use Path to be constructed between Kenyon Road and Napleton Way;

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21. 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: Diane W. Marlin
Ms. Diane Marlin

TITLE: Mayor of Urbana

Date: Feb 5, 2018

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: Kensil A. Garnett
Kensil A. Garnett, P.E.
Region Three Engineer

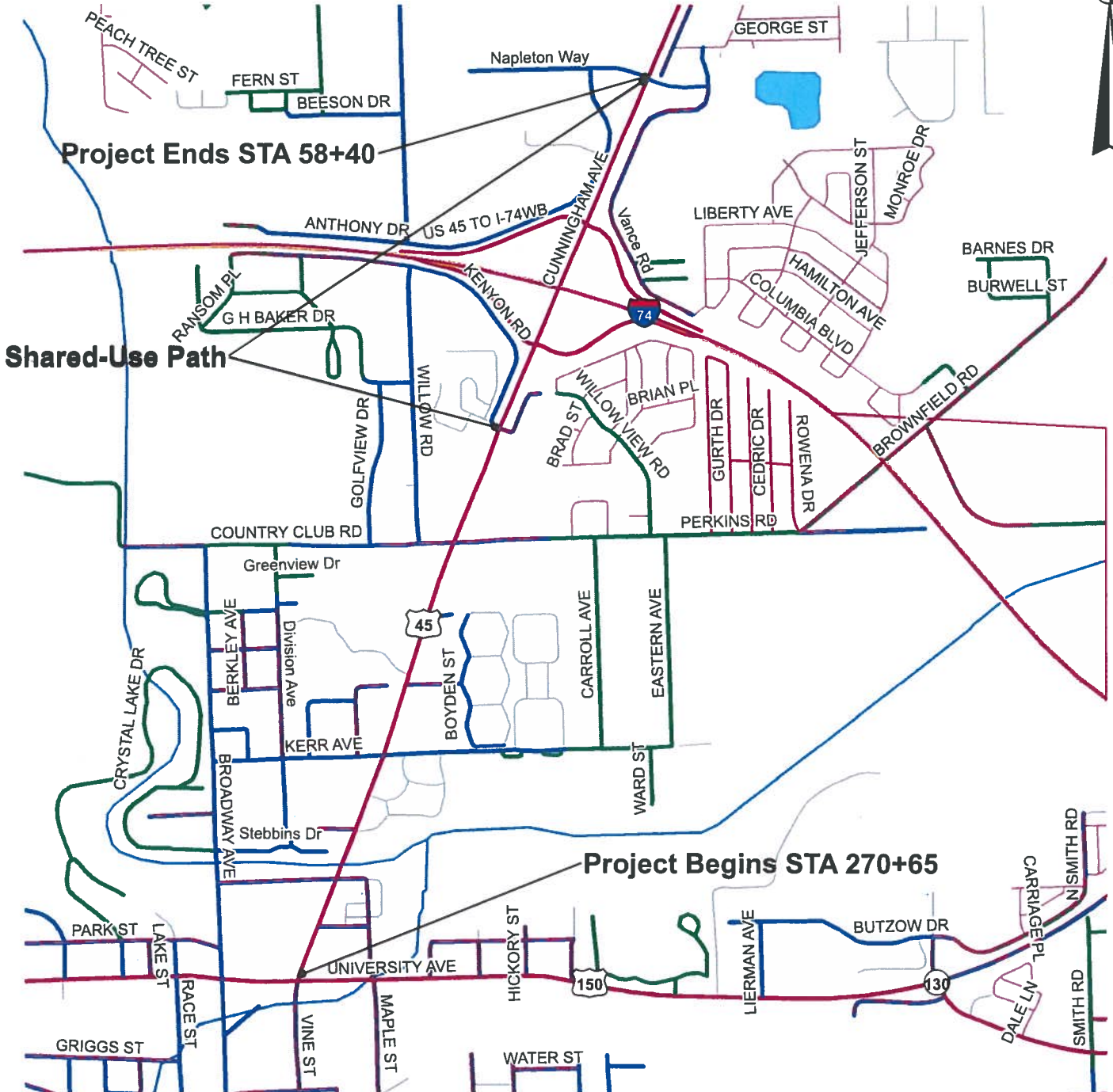
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CITY Section 17-00582-00-SW
County Champaign
Job No. C-95-038-12
Agreement No. JN 518001
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Illinois Department of Transportation **LOCATION MAP**

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State Sec (28X-2)RS-3 & (28X-1)RS-6
City Sec 17-00582-00-SW
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RESOLUTION NO. 2018-01-002R

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WHEREAS, on June 19, 2017, the City Council passed Ordinance No. 2017-06-026, approving the fiscal year 2017 – 2018 annual budget for the City, which budget authorized allocation of the funds necessary for the City’s share of constructing such shared-use path; and

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Section 2.

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Section 3.


Upon approval of this Resolution, the City Clerk is directed to transmit one certified copy to Kensil A. Garnett, P.E., Deputy Director of Highways, Region 3 Engineer, Illinois Department of Transportation, 13473 IL Hwy 133, P. O. Box 610, Paris, IL 61944-6731.

PASSED BY THE CITY COUNCIL this 5th day of February, 2018.

AYES: Ammons, Brown, Hazen, Jakobsson, Miller, Roberts, Wu

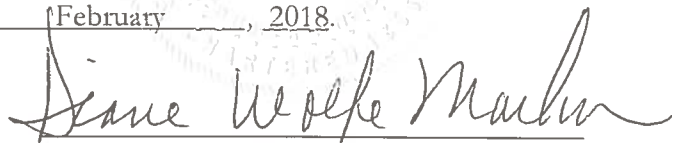
NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 5th day of February, 2018.



Diane Wolfe Marlin, Mayor

FAP Route 800 (US 45 Cunningham Ave)
Section (28X-2)RS-3 &(28X-1)RS-6
City Section 17-00582-00-SW
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APPROVED Feb 5, 2018

By:

Siane Wolfe Markin
City of Urbana