

RESOLUTION NO. 2018-09-041R

**RESOLUTION APPROVING AN AGREEMENT WITH
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

(University Avenue Improvement)

WHEREAS, the City of Urbana, Illinois (the “City”) is a municipal corporation and a home-rule unit of local government pursuant to Article VII, Section of the Illinois Constitution of 1970; and

WHEREAS, Urbana has the power and authority pursuant to the Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into and execute agreements with other units of government; and

WHEREAS, the Illinois Department of Transportation (“IDOT”) has agreed to provide certain funds for improvements to a portion of University Avenue.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

The agreement between the City of Urbana, Illinois and the Illinois Department of Transportation (Agreement No. JN-519001) shall be and hereby is approved in substantially the form and substance as the exhibit appended hereto and made a part hereof.

Section 2.

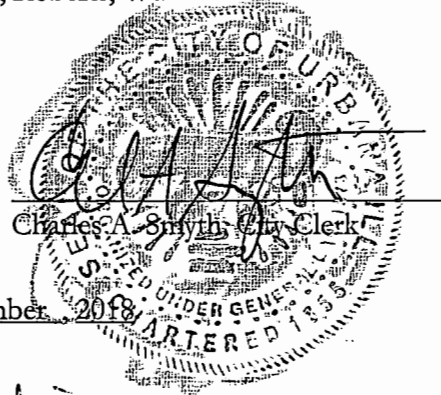
The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute on behalf of the City of Urbana, Illinois and deliver to the City Clerk of the City of Urbana, Illinois, for attestation the said agreement in substantially the form and substance of the exhibit appended hereto and made a part hereof.

PASSED BY THE CITY COUNCIL this 17th day of September, 2018.

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

NAYES:

ABSTENTIONS:



APPROVED BY THE MAYOR this 19th day of September, 2018.

Diane Wolfe Marlin
Diane Wolfe Marlin, Mayor

FAP 808 (US 150 / UNIVERSITY AVE)
Section D5 HSIP 2016-1
County CHAMPAIGN
Job No. C-95-052-15
Agreement No. JN-519001
Contract No. 70B53

AGREEMENT

This agreement entered into this 2nd day of OCTOBER, 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 ensure safety to the motoring public, is desirous of improving approximately 1.552 miles (8,195.14 feet) of University Avenue, FAP 808 Route US 150. The proposed safety improvements along University Avenue, and intersections at Wright St., Goodwin Ave., Lincoln Ave., Coler Ave., Orchard St., McCoullough St., Race St., Broadway Ave., and Cunningham Ave. / Vine St., consist of Traffic Signal Modernization, LED Street Lighting, ADA Compliant Sidewalks & Pedestrian Ramps, Curb & Gutter Replacement, and Driveway Access Management. Other improvements include pavement patching, Polymerized Hot-Mix Asphalt Surface Course, miscellaneous storm sewer and inlet adjustments, recessed thermoplastic pavement markings, continental style pedestrian crosswalk striping, and raised reflective pavement markers and all other work necessary to complete the improvement in accordance with the approved plans and specifications.

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the Urbana 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 of Urbana as hereinafter stipulated. The STATE will negotiate and/or coordinate with the Norfolk Southern Railroad Company for the adjustment of their railroad facilities.
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>LOCAL PARTICIPATION</u>		
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	
All constr. costs excluding the following	\$8,391,045		NA	NA	\$8,391,045
Traffic Signal Coating	NA		\$102,500	100	\$102,500
Highway Lighting Coating	NA		\$79,200	100	\$79,200
Sub Total	\$8,391,045		\$181,700		\$181,700
P&C Engr. 15%	NA		\$27,255		\$27,255
Total	\$8,391,045		\$208,955		\$8,600,000

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.

The CITY further agrees

- a. **(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.

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.

4. 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".

5. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.
6. 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, 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".
6. 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 808 (US 150 / UNIVERSITY AVE) without the consent of the STATE.
7. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
8. 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.
9. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
10. Upon final field inspection of the improvement and so long FAP 808 (US 150 / UNIVERSITY AVE) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the bi-directional turn lane, the four through traffic lanes lying two each on either side of the bi-directional turn lane, each lane being 12 feet and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
11. 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 traffic signals and 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, plus structural failures to a maximum length of 12 feet between adjacent manholes. 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.

13. 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 FAP 808 (US 150 / UNIVERSITY AVE). 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.
14. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on JULY 1, 2011.
15. Upon acceptance by the STATE of the work proposed herein on existing signals, the responsibility for maintenance and energy shall continue to be as outlined in the aforementioned Master Agreement.
16. The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The CITY agrees to pay their proportionate share of this cost as billed by the local power company.
17. 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.
18. 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.

FAP 808 (US 150 / UNIVERSITY AVE)
 Section D5 HSIP 2016-1
 County CHAMPAIGN
 Job No. C-95-052-15
 Agreement No. JN-519001
 Contract No. 70B53

CITY of URBANA
 By: *Heidi Wolfe Mailer*
 TITLE: *Mayor*
 Date: *18 September 2018*

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

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

WHEREAS, the CITY of URBANA has entered into an Agreement with the State of Illinois for the improvement of FAP 808 Route US 150, known as University Avenue, State Section D5HSIP 2016-1; and

WHEREAS, in compliance with the aforementioned Agreement, it is necessary for the CITY, to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of two hundred ten thousand and no/00 Dollars (\$210,000) or so much thereof as may be necessary, from any money now and hereinafter allotted to the CITY, to pay for its share of the cost of this improvements as described in the Agreement; and

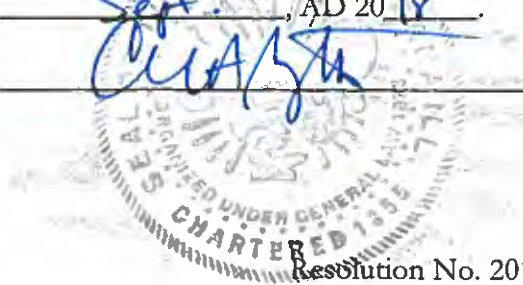
BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under the AGREEMENT, and will pay to the said 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.

BE IT FURTHER RESOLVED, that the City agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of these improvements if the amount appropriated herein proves to be insufficient to cover said cost.

State of Illinois)
)SS
County of Champaign)

I, Mr. Charles A. Smyth,
Clerk in and for
the City of Urbana, hereby certify the
foregoing to be a true perfect and complete copy
of the resolution adopted by the
Council of the City of Urbana at a meeting on
Sept. 17th, 2018.

IN TESTIMONY WHEREOF, I have hereunto set
my hand and seal this 17th day of
Sept., AD 2018.
Charles A. Smyth, Clerk



Sec. 24-45. - Discharge prohibitions.

(a) *Prohibition of illegal discharges.* No person shall throw, drain, or otherwise discharge, cause, or allow others under their control to throw, drain, or otherwise discharge into the MS4 any pollutants or waters containing any pollutants, other than storm water. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

- (1) The following discharges are exempt from discharge prohibitions established by this ordinance: water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration, uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, and street wash water.
- (2) Discharges or flow from firefighting, and other discharges specified in writing by the public works director, or his designee, as being necessary to protect public health and safety.
- (3) Discharges associated with dye testing; however, this activity requires a verbal notification to the public works director, or his designee, prior to the time of the test.
- (4) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the facility operator and administered under the authority of the United States Environmental Protection Agency (EPA), provided that the facility operator is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(b) *Prohibition of illegal connections.*

- (1) The construction, use, maintenance or continued existence of illegal connections to the storm drain system is prohibited.
- (2) This prohibition expressly includes, without limitation, illegal connections made in the past which are prohibited under this ordinance regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of such connection.

- (3) It is a violation of this division for a person to connect a line conveying sewage to the MS4, or allow such a connection to continue.
 - (4) Improper connections shall be disconnected or redirected to a sanitary sewer within fourteen (14) calendar days from receipt of notification of the violation from the public works director, or his designee. Flows from improper connections can be redirected to the sanitary sewer system only upon approval by the public works director, or his designee.
 - (5) Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the public works director, or his designee, requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be determined, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the public works director, or his designee.
- (c) *Watercourse protection.* Every person owning property through which a watercourse passes, or the lessee of such property, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.
- (d) *Industrial activity discharges.* Submission of notice of intent (NOI) to the public works director, or his designee.
- (1) Any person subject to an industrial activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the public works director, or his designee, prior to the allowing of discharges to the MS4.
 - (2) The operator of a facility is required to have an NPDES permit to discharge storm water associated with industrial activity and shall submit a copy of the NOI to the public works director, or his designee, at the same time the operator submits the original NOI to the IEPA as applicable.

(3) The copy of the NOI may be delivered to the city either in person or by mailing it to:

Notice of Intent to Discharge Storm Water

City of Urbana

Attn: Public Works Director, or his designee

706 South Glover Avenue

Urbana, IL 61802

(4) A person commits an offense if the person operates a facility that is discharging storm water associated with industrial activity without having submitted a copy of the NOI to do so to the city.

(Ord. No. 2006-04-041, § 2, 5-10-06)

Sec. 20-300. - Obstructions and encroachments prohibited.

- (a) Except as otherwise provided, no person shall cause, create, or maintain any obstruction of any public way.
- (b) No person shall erect or maintain any building or structure, including a fence, which encroaches upon any public way.

(Ord. No. 2014-01-004, § 2(Exh. A), 1-21-14)