

ORDINANCE NO. 8081-112

AN ORDINANCE
APPROVING AN AGREEMENT REGARDING
THE IMPROVEMENT OF UNIVERSITY AVENUE

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

1. That the Agreement by and between the City of Urbana, Illinois, a municipal corporation, and the State of Illinois acting through its Department of Transportation, a copy of which said Agreement 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 and directed to execute and deliver said Agreement for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 18th day of May,
1981.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

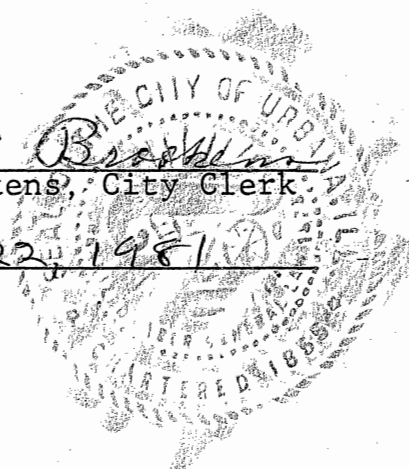
APPROVED by the Mayor this 18th day of May,
1981.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8081-112 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

May 22, 1987
Date



AGREEMENT

This Agreement entered into this ___ day of _____ A.D. 198___, by and between the State of Illinois acting through its Department of Transportation, hereinafter referred to as the STATE and the City of Urbana, a municipality of the State of Illinois, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of vehicular traffic and insure safety to the motoring public is desirous of improving FAP Route 808 (US Route 150, US Route 45, University Avenue) from near Wright Street in the City of Champaign, easterly approximately 1.10 miles to Race Street in Urbana, Section 28Z(W,RS-2) (Roadway Construction) and from Wright Street in the City of Champaign easterly approximately 1.14 miles to Cunningham Avenue-Vine Street in the City of Urbana, Section (28Z,3R)TS, (Traffic Signal Construction) by:

- a) Removing any/all existing 4-foot and variable width traffic medians, and
- b) Constructing transition tapers required by the CITY'S widening of University Avenue between Coler Avenue and Orchard Street, and
- c) Resurfacing the existing 50-foot, 60-foot, and variable width pavement with approximately 3-inches of bituminous concrete Class I material, and
- d) Striping the surface to provide four (4) through-traffic lanes and one (1) center lane for bi-directional left-turn movements and/or other specified movements, and
- e) Widening the north leg of Orchard Street from 22-foot width to 40-foot and variable width to provide two through-traffic lanes, a variable width median, and a left-turn lane, and
- f) Resurfacing aforesaid north leg of Orchard Street with bituminous concrete Class I material, and
- g) Modernizing the existing traffic signals located at the intersection of University Avenue with Wright Street (Champaign) and Goodwin Avenue, Lincoln Avenue, Coler Avenue, Broadway Avenue and Cunningham Avenue-Vine Street in Urbana, and
- h) Installing traffic signals at the intersection of University Avenue with Orchard Street and Race Street, and
- i) Performing all other work necessary to complete the improvement in accordance with the plans and specifications designated as STATE Section 28Z(W,RS-2)& (28Z,3R)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, and

WHEREAS, the CITY has requested certain construction items of special interest to the CITY be included in the STATE'S proposed improvements, and

WHEREAS, the aforementioned construction items requested by the CITY are:

1. Installation of emergency vehicle pre-emption traffic signal equipment at the intersections of University Avenue with Orchard Street, and Race Street.
2. Installation and/or relocation of street lighting facilities.
3. Improvement of the University Avenue - Broadway Avenue intersection by removing certain median islands, constructing sidewalk ramps, and constructing a left-turn lane, all as shown on the approved plans, and
4. Construction of transition tapers required by the CITY'S widening of University Avenue between Coler Avenue and Orchard Street.
5. Widening and resurfacing of the north leg of Orchard Street to provide two through-traffic lanes and a left-turn lane.

WHEREAS, the STATE agrees to include aforesaid construction items in the proposed improvement provided the CITY reimburses the STATE for the incurred cost as hereinafter stipulated.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto mutually agree as follows:

1. The STATE will make all necessary surveys, obtain all right-of-way not specifically conveyed by CITY, prepare the plans and specifications, receive bids, and award a contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract.
2. The STATE will pay all costs incurred in the proposed improvement subject to partial reimbursement by the CITY as hereinafter stipulated.
3. The estimated cost of the proposed improvement is as follows:

PRIMARY FUNDS

Section 28Z(W,RS-2)

Construction-----	445,000	
Engineering Cost (9.5%)-----	42,275	
Right-of-Way Cost-----	10,000	479,275

SAFETY FUNDS

Section (28Z,3R)TS

Construction Cost-----	200,000	
Engineering Cost (9.5%)-----	19,000	<u>219,000</u>

Total \$716,275

4. It is mutually agreed by the parties hereto that the CITY'S share of the cost of the improvement, based on current estimated unit prices for the items identified in the approved plans, a summary of which is attached hereto and made a part hereof, shall be the lump sum amount of \$69,890 which combined with the conveyance of certain right-of-way and/or easements herein after stipulated shall comprise the CITY'S entire obligation incurred herein.
5. The CITY has appropriated sufficient funds to pay its agreed share of the cost of the improvement, a copy of which is attached hereto. Upon receipt of the Contractor's first and subsequent progressive bills, the CITY will pay to the Department of Transportation of the State of Illinois an amount equal to the CITY'S agreed share of the cost (\$69,890) divided by the total estimated construction cost (\$645,000) multiplied by the actual progress payment made to the Contractor until the entire obligation incurred under this Agreement has been paid.
6. The CITY agrees to convey or cause to be conveyed to the STATE, at no cost to the STATE, certain rights-of-way and/or easements presently owned by Carle Foundation Hospital, an Illinois Not for Profit Corporation, said rights-of-way and/or easements being necessary for the construction of the improvement between Coler Avenue and an alley 570 feet, more or less, easterly from said Coler Avenue, including those rights-of-way and/or easements necessary for the improvement of Orchard Street as set-forth herein.
 - A. Said rights-of-way and/or easements shall be conveyed in accordance with established STATE policy and procedure, in the name of the STATE, and on standard STATE forms which will be provided for that purpose.
 - B. No award of a contract shall be made to cover construction of the improvement or any part thereof without there first having been made a title approval by the STATE on each individual parcel of right-of-way and/or easement acquired for the improvement.
 - C. In the event acquisition of right-of-way and/or easement is by condemnation, then such actions must be brought in the name of the STATE by the Attorney General and an Assistant Attorney General appointed by him.
 - D. The STATE shall, at its own cost and expense, obtain Owner's Title Insurance Policies issued by the Chicago Title Insurance Company in the amount of the full value of the real estate as of the date conveyed.
 - E. Relocation assistance will not be necessary as no individuals, families, or businesses will be displaced by reason of the construction of the improvement herein.
7. 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 by resolution or letter.

8. The CITY has adopted and will put into effect, prior to the STATE'S advertising for bids for the work to be performed hereunder, an ordinance that parking will be prohibited within the limits of the improvement, a copy of which is attached hereto and will in the future prohibit parking at such locations on or immediately adjacent to the improvement as may be determined to be necessary by the STATE from traffic studies.
9. Prior to the STATE'S advertising for bids for the work to be performed hereunder, the disposition of encroachments will be cooperatively determined with representatives from the CITY and the STATE. The CITY has adopted and will place into effect prior to the STATE'S advertising for the work to be performed hereunder, an encroachment 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.
10. 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 prohibiting the discharge of sanitary sewage and/or industrial waste water into any storm sewer constructed as part of this improvement, a copy of which is attached hereto.
11. The CITY agrees to exercise its franchise right to cause private utilities to be relocated and/or adjusted at no cost to the STATE.
12. The CITY agrees that any/all requests for future driveway entrance openings shall be authorized by, and permits issued by the STATE with the consent of the CITY.
13. Upon completion of the improvement and as long as University Avenue is used as a STATE highway, the STATE will maintain or cause to be maintained the four (4) ten-foot and variable width traffic lanes, and the 10-foot width bi-directional left-turn lane and the curb and gutter adjacent to those traffic lanes and turn lanes to be maintained by the STATE, within the limits of the improvement along said University Avenue.
14. Upon completion of the improvement, the CITY will maintain or cause to be maintained that portion of the improvement not to be maintained by the STATE including, but not limited to sidewalks, storm sewers, catch basins, manholes, utilities, and appurtenances.
15. Upon acceptance by the STATE of the new traffic signal installations, the financial responsibility for maintenance and electrical energy for the operation of the signals shall be proportioned as follows:

<u>INTERSECTION</u>	<u>% MAINTENANCE</u>		<u>% ENERGY</u>		<u>MAINTENANCE LEVEL</u>
	<u>STATE</u>	<u>CITY</u>	<u>STATE</u>	<u>CITY</u>	
University Ave./ Orchard St.	50	50	0	100	1
University Ave./ Race St.	50	50	0	100	1

It is agreed that the actual signal maintenance will be performed by the CITY, either with its own forces or through an ongoing contractual agreement.

It is further agreed that the signals shall be maintained to at least the level of maintenance shown above and specified in the attached Exhibit A made a part hereof. It is further agreed that upon acceptance by the STATE of the new traffic signal installation included herein, the responsibility for maintenance and energy outlined above shall become a part of the Master Agreement executed by the STATE and the CITY on October 1, 1980.

Upon acceptance by the STATE of the work included herein on existing signals, the responsibility for maintenance and energy shall continue to be as outlined in the aforementioned Master Agreement. 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.

16. The CITY agrees to regulate or cause to be regulated on a continuing basis the use of highway right-of-way utilities in the manner set forth in the current STATE'S Utility Accommodation Policy applicable to the highway system involved.
17. The CITY agrees not to permit any operation, practice or encroachment that will change, impede or interrupt the orderly flow of traffic on the completed improvement and to enforce such traffic regulations and ordinances that affect traffic operations hereon.
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 by July 1, 1982.
19. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

CITY OF URBANA

Mayor

ATTEST:

City Clerk

_____, 198__

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Director of Highways

_____, 198__

EXHIBIT A

TRAFFIC SIGNAL MAINTENANCE PROVISIONS

LEVEL I

The maintaining agency agrees to:

1. Patrol the traffic control signal system on a regular basis and replace burned out lamps or damaged sockets as may be required. All lamps should be replaced as frequently as experience proves necessary to prevent undue failures. The reflector and lens should be cleaned each time a lamp is replaced.
2. Keep signal heads properly adjusted, controller cabinets, signal posts, and controller pedestals tight on their foundations and in alignment at all times.
3. Keep detector equipment in proper working order at all times.
4. Check the controllers, relays and detectors at frequent intervals to ascertain that they are functioning properly and make all necessary repairs and replacements.
5. Remove to clean and overhaul the controllers, relays special auxiliary control equipment, and time clock once a year or more often if necessary. Keep interior of controller cabinet in a neat condition at all times. Solid state equipment should be cleaned and tested for proper timing as least once every two (2) years.
6. Replace burned out fuses.
7. Clean reflectors, lenses, and lamps once every six (6) months.
8. Repaint all signal components exposed to weather on a regular basis.
9. Repair or replace any and all equipment damaged by any cause whatsoever.
10. Be responsible to make recovery for damage to any part of the installation or systems from the party causing the damage.
11. Provide alternate traffic control during a period of failure or when the controller must be disconnected. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities.
12. Provide skilled maintenance personnel who will be available at all times to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement.
13. Provide the DEPARTMENT the name, address, and telephone number of at least one person who will be available for emergency repair of the traffic signals and keep the DEPARTMENT informed of any changes of same.

Section 28Z(W,RS-2)&(28,3R)TS
 (University Avenue)
 City of Urbana

ESTIMATE OF COST - URBANA

Roadway

City Request (100%)	\$15,854.20
Coler to Orchard (25%)	12,601.30
Lighting (100%)	14,313.00

TRAFFIC SIGNALS

EST. TOTAL

SHARE (%)

Goodwin Ave.	8,897.20	5	444.86
Lincoln Ave.	3,600.00	5	180.00
Coler Ave.	16,376.90	10	1,637.69
Orchard St.	42,082.00	10	4,208.20
Race St.	38,255.75	5	1,912.79
Broadway Ave.	28,489.00	5	1,424.45
Cunningham Ave.	17,313.30	0	0

EMERGENCY VEHICLE PRE-EMPT

11,250.00

\$63,826.49

Engineering (9.5%)

6,063.51

\$69,890.00

282 (W,RS-2) BEGINS
94+36

F-808 () BEGINS
94+36

3R) TS BEGINS
94+79.44

HS-808 () BEGINS
1+79.44

STATION EQUATION

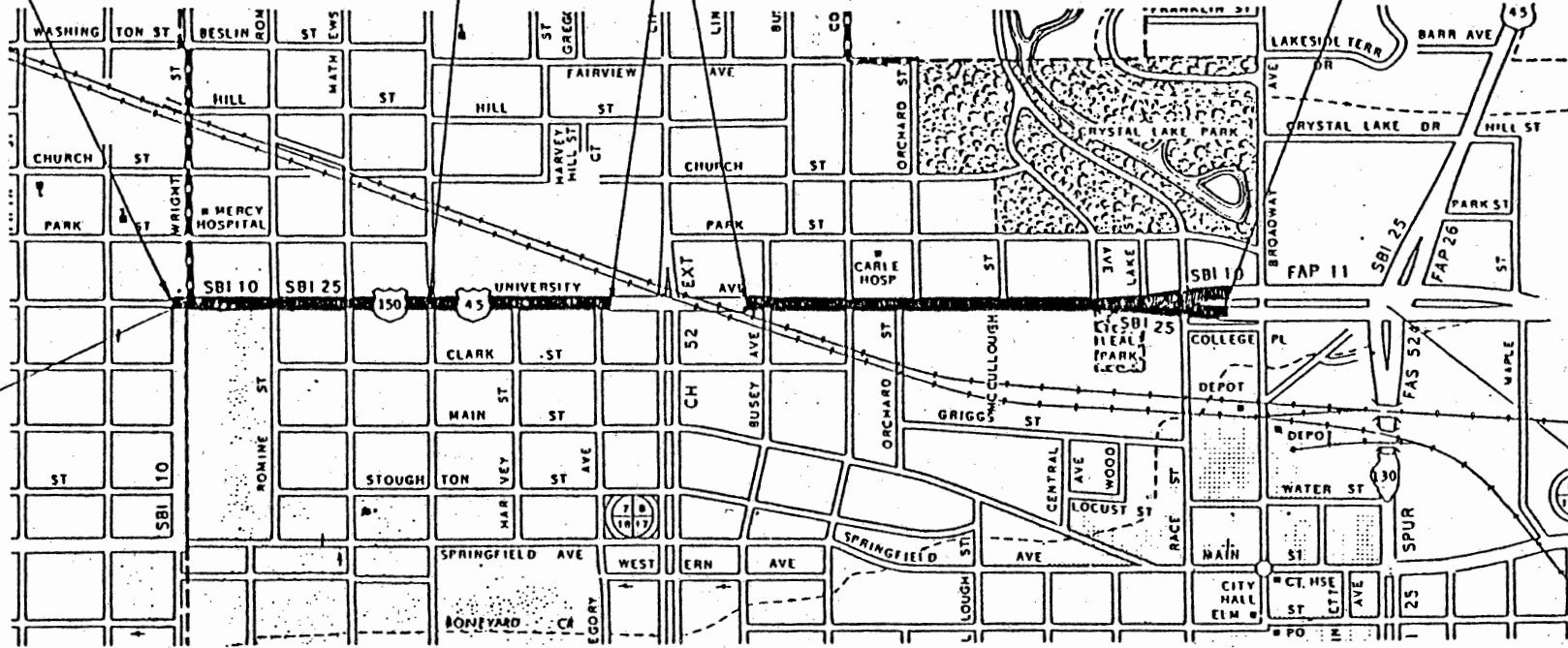
$$STA. 108 + 58.91 (BK.) = STA. 108 + 57.28 (RH.)$$

OMISSION

STA. 119+00 TO STA. 126+00

SECTION 282 (L)
STATION 152+40

PROJECT F-808
STATION 152+40



CITY OF CHAMPAIGN

CITY OF URBANA

TOTAL LENGTH OF SECTION 282 (W,RS-2)	=	5805.63 FEET = 1.100 MILES
NET LENGTH OF SECTION 282 (W,RS-2)	=	5105.63 FEET = 0.967 MILES
LENGTH OF PROJECT F-808 ()	=	5105.63 FEET = 0.967 MILES
TOTAL LENGTH OF SECTION (282,3R)TS	=	6717.21 FEET = 1.272 MILES
NET LENGTH OF SECTION (282,3R)TS	=	6017.21 FEET = 1.140 MILES
LENGTH OF PROJECT HES-808 ()	=	6017.21 FEET = 1.140 MILES