



MEMORANDUM

TO: Bruce K. Walden, Chief Administrative Officer

FROM: William R. Gray, P. E., Public Works Director

DATE: July 19, 2001

RE: **Cunningham Avenue and Anthony Drive (O'Brien Drive)
Intersection Improvements**

INTRODUCTION

Earlier this year, the City Council approved an intergovernmental agreement with Champaign County in sharing the costs for improving the intersection at Cunningham Avenue and Anthony Drive/O'Brien Drive. (O'Brien Drive is the proposed name of the new east-west street at this intersection.) Part of the costs for this improvement is to be funded by the Illinois Department of Transportation. Attached please find an intergovernmental agreement, which identifies IDOT's contributions up to \$1,095,950 toward this project. The IDOT contributions include all roadway work within the Cunningham Avenue right-of-way, which includes roadway widening, adding turn lanes, resurfacing the pavement, drainage improvements, and traffic signal improvements.

The attached City/State agreement requires a resolution approving and authorizing the execution of an agreement with the Illinois Department of Transportation be passed by the City Council.

FISCAL IMPACTS

This project is currently being designed and will be let by the City. The total construction and engineering costs are estimated to be \$3,450,000. Of this amount the County and IDOT are providing \$2,000,000 for these improvements. The City portion is funded from Economic Development and Capital Improvement funds.

RECOMMENDATIONS

It is recommended that the City Council approve the attached resolution in order for the Mayor and Clerk to sign this agreement.

WRG:klf(Attachments)

RESOLUTION NO. 2001-07-023R

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
THE ILLINOIS DEPARTMENT OF TRANSPORTATION

{Cunningham Avenue and Anthony Drive/O'Brien Drive}

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

Section 1. That an agreement by and between the City of Urbana,
Illinois, and the Illinois Department of Transportation, in the form of the
copy of said agreement attached hereto and hereby incorporated, be and the
same is hereby authorized and approved.

Section 2. That 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.

PASSED by the City Council this _____ day of _____,
2001.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,
2001.

Tod Satterthwaite, Mayor

FAP Route 800 (US Route 45)
Section (28X-1)N
County Champaign
Job No. C-95-006-01
Agreement No. JN 501-007
Contract No. 70150

AGREEMENT

This agreement entered into this _____ day of _____, A.D., 20_____, 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 CITY in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous in developing a new public road intersection to replace existing access roads connecting Anthony Drive west of Cunningham Avenue (US Route 45) and a frontage road east of Cunningham Avenue (US Route 45) within the corporate limits of the CITY, hereinafter known as the Cunningham-Anthony Drive intersection, by widening Cunningham Avenue (US 45) to provide two (2)-12 foot through traffic lanes in both directions, variable width barrier medians, one (1)-12 foot and variable width southbound left turn lane, one 12 foot southbound right turn lane, two (2)-12 foot northbound left turn lanes, and one 12 foot northbound right turn lane; by constructing the west leg of proposed Anthony Drive to provide one 12 foot through eastbound traffic lane, two 12 foot through westbound traffic lanes, a variable width striped median, two (2)-12 foot and variable width eastbound right turn lanes, and one 12 foot eastbound left turn lane; by constructing the east leg of Anthony Drive to provide one 12 foot through eastbound traffic lane, one 12 foot through westbound traffic lane, a variable width striped median, two (2)-12 foot westbound left turn lanes, and one 12 foot westbound right turn lane; installing traffic signals at the Cunningham-Anthony Drive Intersection; constructing curb and gutter and a storm sewer system for highway drainage and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the STATE 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 CITY 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 CITY agrees to pay for all right-of-way, construction and engineering costs subject to reimbursement by the STATE as hereinafter stipulated.

February 21, 2001

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>LOCAL RESPONSIBILITY</u>		<u>TOTAL</u>
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	
All constr. costs excluding the following	NA	NA	\$2,007,000	100	\$2,007,000
Roadway Improvements to Cunningham Avenue (US Route 45)	\$ 913,000	100	NA	NA	\$ 913,000
Traffic signals at Anthony Drive	\$ 40,000	50	\$ 40,000	50	\$ 80,000
Sub Total	\$ 953,000		\$2,047,000		\$3,000,000
P&C Engr. 15%	\$ 142,950		\$307,050		\$ 450,000
Total	\$1,095,950		\$2,354,050		\$3,450,000

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. Participation provided by the STATE will be limited to a maximum reimbursement of \$1,096,000.

The STATE agrees upon final execution of this agreement, upon receipt of a contract obligation document, upon award of the contract for this improvement, and upon receipt of satisfactory invoices from the CITY for the same, to pay the CITY a lump sum from any funds allotted to the STATE, an amount equal to 95% of its obligation incurred under this agreement and will pay the City the remainder of the obligation in a lump sum upon completion of the project subject to the maximum reimbursement of \$1,096,000.

4. The CITY agrees to obtain and pay for the cost of acquiring the necessary right of way adjacent to existing STATE right-of-way in the name of the STATE, and all Access Control for this project in the name of the STATE, in accordance with the following requirements:
- A. Right of way shall be acquired using standard State forms which will be provided for that purpose in accordance with Land Acquisition Policies and Procedures of the STATE.
 - B. No award of a contract shall be made to cover construction of the project or any part thereof without first having been made a title approval by the Attorney General of

February 21, 2001

Illinois on each individual parcel of right of way, the consideration for which exceeds \$10,000, including within such construction. A title approval shall be made by the STATE on each parcel of right of way acquired for the project where the consideration is \$10,000 or less.

- C. Cost of the right of way shall include the purchase price thereof as well as the cost of negotiators, appraisals, title evidence, relocation assistance and payments, property management and such legal service as may be necessary to acquire said right of way. The acquiring agency, if participating in the cost of the right of way shall receive a credit for a proportionate amount of the proceeds of any sale or rental of improvements acquired within the right of way or as a direct result of the right of way acquisition.
 - D. All parties engaged in the acquisition of the right of way shall be approved in advance by the STATE.
 - E. The CITY shall provide a sufficient number of qualified reviewing appraisers approved by the STATE. The STATE shall approve the appraisal process in advance of negotiations for the purchase of said right of way.
 - F. Any phase of the STATE's Relocation Assistance Procedures to be performed by any qualified agency other than the STATE shall be covered by separate contractual agreement or agreements with the agency and is subject to prior approval of the Division Administrator of the Federal Highway Administration.
 - G. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure compliance with the STATE's Land Acquisition Policies and Procedures.
5. The CITY agrees to acquire in its name and at its own expense all additional right of way necessary for this project necessary for the local road system in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the State's advertising for bids, the local agency shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been compiled with.
- A. The CITY will advertise for bids for the construction of the proposed improvement after the local agency's certification as to compliance with Titles II and III requirements have been accepted by the STATE and subject to approval by the Division Administrator of the Federal Highway Administration.
 - B. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Titles II and III requirements of the aforesaid Act.
6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the CITY's advertising for the proposed work to be performed hereunder, or shall continue to

February 21, 2001

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 A".

7. The CITY shall maintain, for a minimum of five (5) years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other State auditors and the CITY agrees to cooperate fully with an audit conducted by the Auditor General and other State Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the U.S. Department of Transportation. (Non-Federal-aid projects use Illinois Department of Transportation in lieu of U.S.)
9. 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 US Route 45 or within the access control without the consent of the STATE.
10. 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. Upon final field inspection of the improvement and so long as Cunningham Avenue (US Route 45) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the two (2) through traffic lanes lying both on either side of the median, and the left-turn and right-turn lanes, each lane being twelve (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.
13. 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 sidewalks, parkways, guardrails, 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, manholes and catch basins' frames, grates or lids, plus structural failures to a maximum length of 12 feet between adjacent

February 21, 2001

manholes. The STATE shall share cost of the maintenance, except as aforescribed, repair and/or reconstruction of any joint use sewers to the same proportioning as the sewers initial construction costs.

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 Cunningham Avenue (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.

14. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

<u>Intersection</u>	<u>Level of Maintenance</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
US Route 45 @ Anthony Drive	I		
STATE Share		50%	NA
CITY SHARE		50%	100%

It is mutually agreed that the actual traffic 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 traffic signals shall be maintained to at least the Level of Maintenance shown above and specified in the attached "Exhibit B" made a part hereof.

It is understood that the Level of Maintenance I meets the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and Level of Maintenance II exceeds the Manual requirements and is prescribed for those traffic signals that the District Engineer, with the concurrence of the Engineer of Operations, determines to require a higher level of maintenance for adequate operations of the highway system at those locations.

It is also understood that if, in the judgement of the STATE, the CITY has not provided adequate maintenance for those traffic signals which it has been assigned to maintain, the STATE will, upon giving 30 days written notice, arrange for the appropriate maintenance efforts and bill the CITY for its share of the costs.

The CITY agrees to bill the STATE for its proportionate share of the traffic signal maintenance costs on a three-month basis. The amount billed shall be the actual costs incurred less any third party damage claims received during the billing period for repair of traffic signals that are the responsibility of the billed party. Any proposed expenditures in excess of \$5,000 for repair of damage to any single traffic signal installation must be approved by the billed party before the expenditure is made. The STATE reserves the right to examine the records of the CITY to determine that costs billed are fully documented.

February 21, 2001

The CITY 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.

The STATE retains the right to control the sequence and timing of the traffic signals. Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.

The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of twenty (20) years from the date of its execution or so long as the traffic signals covered by the terms of this Agreement or any amendment hereto remain in place either in their current or some modified configuration, whichever, is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

15. The CITY agrees to ensure that minority business enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard, the CITY shall take all necessary and reasonable steps, in accordance with 49 CFR, Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of this agreement. The CITY shall not discriminate on the basis of race, color, national origin, or sex in selection and retention of subcontractors, including procurement of materials and leases of equipment. The CITY shall include these provisions in every subagreement, including procurement of materials and leases of equipment.
16. The STATE agrees to provide written approval of that portion of the plans and specifications relative to the STATE's financial and maintenance obligations described herein, prior to the CITY's advertising for the aforescribed proposed improvement.
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. February 21, 2001.

City of Urbana

Attest:

Clerk
(SEAL)

By: _____
TITLE: _____
Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Secretary

By: _____
Director - Finance & Administration

Date: _____ Date: _____

By: _____
Director - Division of Highways

By: _____
Chief Counsel

Date: _____ Date: _____

provision shall not be effective for installation or discharges prior to the date of enactment of the ordinance from which this subsection is derived. (Code 1975, § 27.12; Ord. No. 7879-1, § 1, 7-10-78)

Sec. 24-40. Powers and authority of inspectors.

(a) The director of public works and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all properties during reasonable hours for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this division. The director or any representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers of waterways or facilities for waste treatment.

(b) While performing the necessary work on private properties referred to in subsection (a), the director of public works or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company.

(c) The director of public works and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on the easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved. (Code 1975, § 27.14)

Sec. 24-41. Protection from damage.

No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the

sanitary or storm sewerage systems. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. (Code 1975, § 27.13)

Sec. 24-42. Penalties.

(a) Any person found to be violating any provision of this division except section 24-41 shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

(b) Any person who shall continue any violation beyond the time limit provided in subsection (a) of this section, shall be guilty of an unlawful act, and on conviction thereof shall be fined for each violation as provided in section 1-10.

(c) Any person violating any of the provisions of this division shall become liable to the city for any expense, loss or damage occasioned by the city by reason of such violation. (Code 1975, § 27.15)

Sec. 24-43. Discharge into storm sewer prohibited.

No person shall discharge or cause to be discharged any substance into any storm sewer or stormwater ditch other than storm surface water, groundwater, roof runoff, subsurface drainage, cooling water or unpolluted process waters. (Ord. No. 9293-114, § 2, 6-7-93)

Secs. 24-44—24-50. Reserved.

ARTICLE III. "9-1-1" EMERGENCY TELEPHONE SYSTEM*

Sec. 24-51. Surcharge imposed.

A surcharge is hereby imposed upon all telecommunication carriers engaged in the business of

*Editor's note—At the request of the city, these provisions have been included in Ch. 24, Ord. No. 8889-12, §§ 1-7, adopted Aug. 15, 1988, have been codified as Art. III, §§ 24-51—24-57 at the discretion of the editor. The provisions of this article became effective upon the passage of a referendum passed by the voters of Champaign County, Illinois on November 8, 1988, which was held pursuant to and in accordance with 50 ILCS 750/1 et seq.

EXHIBIT "B"

TRAFFIC SIGNAL MAINTENANCE PROVISIONS

LEVEL 1

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. All replacement lamps shall equal the wattage and type of the existing lamp.
2. Keep signal heads properly adjusted, controller cabinets, signal posts, and controller pedestals tight on their foundation and in alignment.
3. Keep detector equipment in proper working order.
4. Check the controllers, relays, and detectors at frequent intervals to ascertain that they are functioning properly and make all necessary repairs and replacement.
5. Keep interior of controller cabinet in a neat condition at all times.
6. Remove, clean and overhaul the controllers (except solid-state), relays, special auxiliary control equipment, and time clock once a year or more often if necessary. When solid-state controllers malfunction, they shall be removed, repaired, and bench checked. Solid-state controllers shall not be removed for annual maintenance inspections.
7. Replace burned out fuses.
8. Clean reflectors, lenses, and lamps once every six (6) months.
9. Repaint all signal components exposed to weather on a regular basis.
10. Repair or replace any and all equipment damaged by any cause whatsoever.
11. Be responsible for make recovery for damage to any part of the installation or systems from the party causing the damage.
12. 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.
13. Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at an intersection are considered emergencies.
14. Provide the DEPARTMENT the names, addresses, and telephone numbers of at least two persons who will be available for emergency repair of the traffic signals and keep the DEPARTMENT informed of any changes of same.



PROJECT NO. _____
INTERSECTION DESIGN STUDY
TOWN _____ COUNTY _____
ROUTE _____
SHEET NO. _____ OF _____
DATE _____
DESIGNED BY: TERRY D. DAVIS, INC. DRAWN BY: _____
SCALE: 1" = 40'

