



CITY OF URBANA, ILLINOIS  
DEPARTMENT OF PUBLIC WORKS

*ENGINEERING*

**M E M O R A N D U M**

**TO:** Bruce Walden, Chief Administrative Officer

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

**DATE:** March 21, 2002

**RE:** **High Cross Road (Illinois Route 130) and Windsor Road  
Intersection Improvement**

**INTRODUCTION**

The Illinois Department of Transportation and the City of Urbana desire to improve the intersection of High Cross Road (Illinois Route 130) and Windsor Road. This project is warranted and necessary due to the number of vehicular accidents and increased volume of traffic on both roads.

The work shall consist of widening and resurfacing High Cross Road north and south of Windsor Road. The west leg of Windsor Road will be widened to accommodate a westbound through lane and an eastbound left turn, through, and right-turn lane. The east leg is Champaign County responsibility and will have one through lane in each direction and a westbound left-turn lane. New traffic signals, streetlights, and emergency preemption equipment will be installed. The Illinois Department of Transportation [IDOT] will be responsible for preparing plans and specifications, receiving bids and awarding the contract, furnishing engineering inspection during construction and causing the improvement to be built in accordance with the plans, specifications, and contract. Funding for the project is being split approximately seventy percent (70%) federal funds, twenty-eight percent (28%) State of Illinois, and two percent (2%) City of Urbana and Champaign County. The necessary documentation is attached to complete this project.

**ISSUES AND DISCUSSION**

This attached City-State agreement requires two resolutions and two ordinances be passed by the City Council. [A third ordinance required by this agreement is already in existence (Section 24-43 of the *Urbana Code of Ordinances*) and is included in the Agreement as Exhibit D]. They are as follows:

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

This Resolution authorizes the Mayor and City Clerk to execute and deliver the attached agreement on behalf of the City of Urbana.

2. A RESOLUTION PROVIDING FOR THE IMPROVEMENT OF HIGH CROSS ROAD (ILLINOIS ROUTE 130) AND WINDSOR ROAD

This resolution appropriates the necessary funds for the project.

3. AN ORDINANCE AMENDING SCHEDULE J OF SECTION 23-183 OF THE URBANA LOCAL TRAFFIC CODE PROHIBITING PARKING AT ALL TIMES ON CERTAIN STREETS

This ordinance meets the requirements of the agreement to prohibit parking within the limits of this improvement.

4. AN ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT-OF-WAY IN THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

This ordinance meets the requirements of the agreement to prohibit encroachments on public right-of-way within the limits of this improvement.

### **FISCAL IMPACTS**

This project is being designed and the contract administered by the Illinois Department of Transportation [IDOT] personnel. There will be no direct city staff managing this project, but city staff will monitor this project.

As outlined in the attached agreement, the City's share of the estimated \$592,250 cost is \$11,356 or two percent (2%). As presented in the cost breakdown in the agreement, there are two items requested by the City that are 100% city cost emergency preemption equipment and streetlights. A contingency of 25% is being added to the City's share to bring the total city share to \$15,000. It is anticipated that actual costs will be less than this amount. The cost breakdowns and splits have been reviewed and are found satisfactory. These costs are estimates and may increase or decrease depending on actual bids received. All City funds for this project are to be from Capital Improvements funds.

### **RECOMMENDATION**

It is recommended that the City Council approve the resolutions and ordinances as outlined herein at its regularly scheduled meeting of April 1, 2002.

WRG:klf  
Attachments

RESOLUTION NO. 2002-03-007R

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

(High Cross Road/Windsor Road)

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 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 \_\_\_\_\_, 2002.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Tod Satterthwaite, Mayor

FAP 808 (IL Route 130)  
Section 201 TS  
County Champaign  
Job No. C-95-024-01  
Agreement No. JN 501 029  
Contract No. 70163

#### 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, Urbana Township, and Champaign County, of Champaign County, of the State of Illinois, hereinafter called the CITY, TOWNSHIP, and COUNTY, respectively.

#### 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 Illinois Route 130 at Windsor Road State Section 201TS by resurfacing Illinois Route 130 from 650 feet north of Windsor Road to 1500 feet south of Windsor Road, providing 12 foot through traffic lanes in each direction as well as 14 foot and variable width left turn lanes and a 12 foot and variable width right turn lane at Windsor Road for Illinois Route 130; 12 foot and variable width left turn lanes and a 12 foot and variable eastbound right turn lane at Windsor Road for Windsor Road, and installing traffic signals at the Illinois Route 130 intersection with Windsor Road, installing a combination mast arm highway lighting as requested by the CITY, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the TOWNSHIP has jurisdiction, and maintains the east approach to the intersection, but has requested not to participate in this project; and

WHEREAS, the COUNTY is desirous in providing the participation asked of the TOWNSHIP to expedite improvements to the intersection, as contemplated by CITY-COUNTY planning; and

WHEREAS, the CITY, TOWNSHIP, and COUNTY are desirous of said improvement in that same will be of immediate benefit to CITY, TOWNSHIP, and COUNTY 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 subject to reimbursement by the CITY and COUNTY 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:

Type of Work	STATE RESPONSIBILITY				LOCAL PARTICIPATION				Total
	FEDERAL REIMBURSIBLE		STATE MATCHING		CITY RESPONSIBILITY		COUNTY RESPONSIBILITY		
	Cost	%	Cost	%	Cost	%	Cost	%	
All constr. Costs excluding the following	\$ 337,800	80	\$ 84,450	20	NA		NA		\$ 422,250
Traffic signals at Windsor Road	\$ 76,500	90	\$ 4,250	5	\$ 2,125	2.5	\$ 2,125	2.5	\$ 85,000
Emergency Preemption		NA	\$	NA	\$ 4,750	100	\$	NA	\$ 4,750
New Highway lighting	\$		\$		\$ 3,000	100	\$		\$ 3,000
Sub Total	\$ 414,300		\$ 88,700		\$ 9,875		\$ 2,125		\$ 515,000
P&C Engr. 15%	\$		\$ 75,450		\$ 1,481		\$ 319		\$ 77,250
TOTAL	\$ 414,300		\$ 164,150		\$ 11,356		\$ 2,444		\$ 592,250

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 toward the traffic signals by the CITY shown above shall not exceed \$3,055, which represents 125% of their estimated construction and engineering cost. Participation toward the traffic signals by the COUNTY shown above shall not exceed \$3,055, which represents 125% of their estimated construction and engineering cost.

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 COUNTY 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 B" and made a part hereof.

The COUNTY further agrees that upon award of the contract for this improvement, the COUNTY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the COUNTY, an amount equal to 95% 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 COUNTY 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 B" proves to be insufficient, to cover said cost.

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, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit C", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
7. 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 D".
8. 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.

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 E".

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 Illinois Route 130 without the consent of the STATE.

10. The CITY and TOWNSHIP shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
11. The CITY and TOWNSHIP agree 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 Illinois Route 130 is used as a State Highway, the STATE agrees to maintain or cause to be maintained the two through traffic lanes lying each on either side of the centerline and the left-turn and right-turn lanes, 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.
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 crosswalk and stopline markings, owned utilities including appurtenances thereto, and highway lighting including furnishing the electrical energy therefore.

The CITY and TOWNSHIP further agree to continue existing maintenance responsibilities on all side road approaches under their jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Illinois Route 130. 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 or TOWNSHIP unless there is an agreement specifying different responsibilities.

14. Upon acceptance by the STATE of the new traffic signal installation, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 130 @ Windsor Road		
STATE SHARE	75%	75%
CITY SHARE	25%	25%

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.

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 November 7, 2001.

15. 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, COUNTY, and TOWNSHIP agree to provide written approval of that portion of the plans and specifications relative to the CITY, COUNTY, and TOWNSHIP's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
17. Obligations of the STATE, CITY, COUNTY, and TOWNSHIP 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.

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CITY OF URBANA

Attest:

\_\_\_\_\_  
Clerk

(SEAL)

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

CHAMPAIGN COUNTY

Attest:

\_\_\_\_\_  
Clerk

(SEAL)

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

URBANA TOWNSHIP

Attest:

\_\_\_\_\_  
Clerk

(SEAL)

By: \_\_\_\_\_

TITLE: Township Road Commissioner

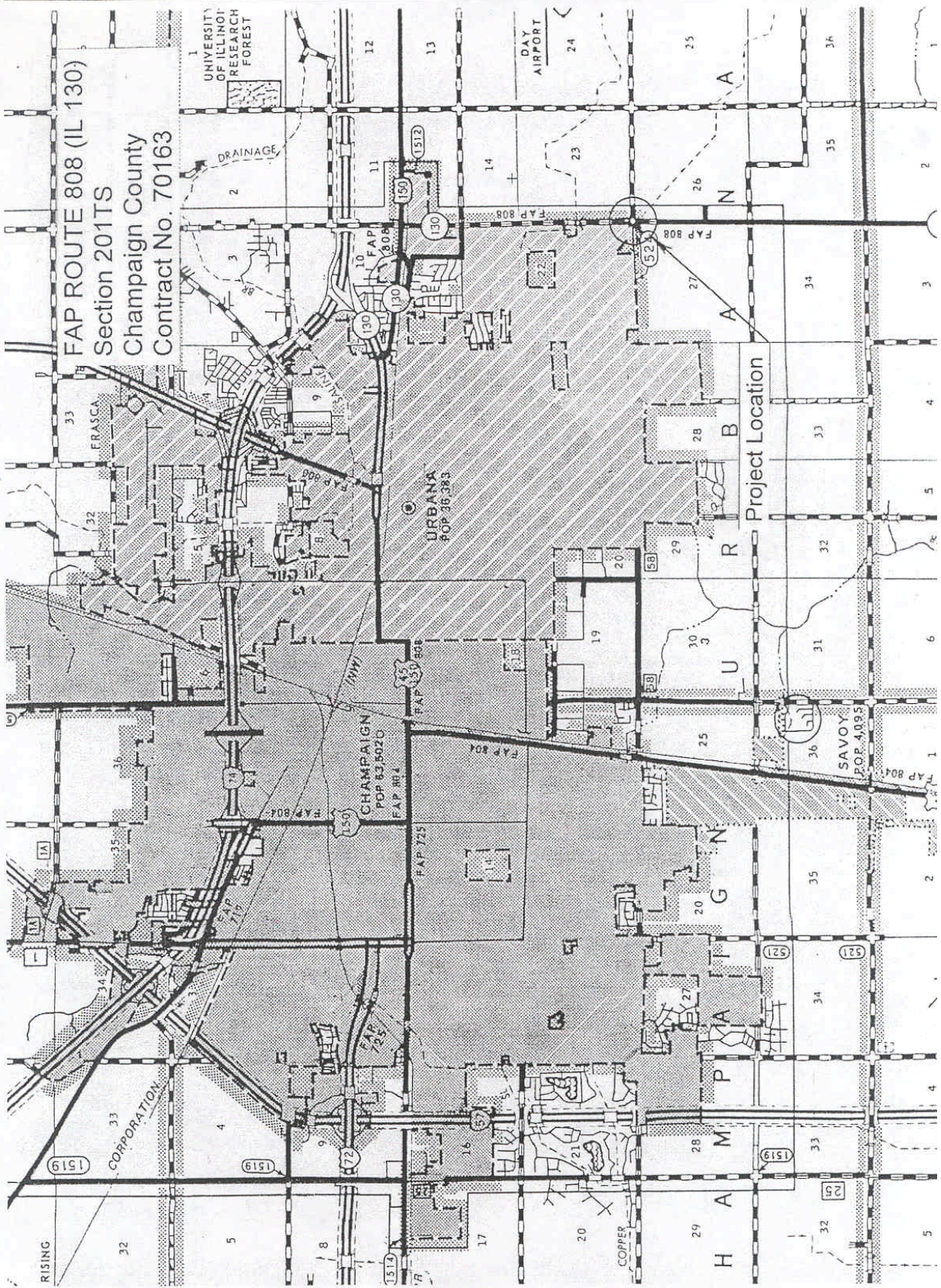
Date: \_\_\_\_\_

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

District Engineer

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



FAP ROUTE 808 (IL 130)  
Section 201TS  
Champaign County  
Contract No. 70163

Project Location

RISING

CORPORATION

UNIVERSITY OF ILLINOIS RESEARCH FOREST

DAY AIRPORT

DRAINAGE

URBANA  
POP 36,343

CHAMPAIGN  
POP 83,502

SAVOY  
POP 4,095

H A M P

G N

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