



**CITY OF URBANA, ILLINOIS  
DEPARTMENT OF PUBLIC WORKS**

*ADMINISTRATION*

**MEMORANDUM**

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

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

**DATE:** August 7, 2003

**RE:** **University Avenue and Goodwin Avenue Intersection Improvement  
Illinois Department of Transportation and City of Urbana Agreement**

**INTRODUCTION**

The University of Illinois is building a new 1500-space parking deck, along with first floor offices at the southwest corner of University Avenue and Goodwin Avenue. The traffic impacts of this new parking deck have required improvement at the subject intersection. Those improvements include an additional eastbound right-turn only lane, an additional northbound right-turn only lane, and a southbound right-turn only lane, in addition to traffic signal modifications. There will also be an additional eastbound right-turn only lane at Mathews Avenue on University Avenue.

The Illinois Department of Transportation [IDOT] is willing to fund improvements within the University Avenue right-of-way. The related improvement costs on Mathews Avenue and Goodwin Avenue are to be borne at the University's expense. Attached please find a commitment letter from Mr. John Dempsey, who is the Executive Director of the Planning, Construction, and Maintenance Division at the University.

The Illinois Department of Transportation must have an agreement (attached) with the City since the University is not a highway agency. The City will not have any direct out-of-pocket expense for this improvement. The City's Engineering Division staff will monitor the construction since the City is responsible for Mathews Avenue and Goodwin Avenue.

The construction work on Goodwin Avenue will compliment the proposed multi-use path project along Goodwin Avenue, between Springfield Avenue and Bradley Avenue. The Goodwin Avenue multi-use path project is scheduled for 2004 construction.

**FISCAL IMPACT**

There will be no fiscal impact to the City.

**RECOMMENDATION**

It is recommended that AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR STREET IMPROVEMENTS be approved.

WRG:klf

Attachments:      Commitment Letter from the University  
                                 Ordinance  
                                 Joint Agreement Between IDOT and City

ORDINANCE NO. 2003-08-080

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR STREET IMPROVEMENTS

(University Avenue (FAP 808, U.S. Route 45) near the intersections of Mathews Avenue and Goodwin Avenue)

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

Section 1. That An Agreement Between the State of Illinois Department of Transportation and the City of Urbana for Street Improvements to University Avenue (FAP 808, U.S. Route 45) near the Intersections of Mathews Avenue and Goodwin Avenue, 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. 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 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 \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINS:

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

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

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

URBANA (CHAMPAIGN)  
FAP 808 (US Route 45) Section (28Z)N-1  
CITY Section 03-00384-00-TL

County Champaign

Job No. C-95-026-03

Agreement No. JN-503005

Contract No. 70291

## 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 Champaign County, of the State of Illinois, hereinafter called the CITY.

## W ITNESSETH:

WHEREAS, the CITY in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving University Avenue (FAP 808, US Route 45) near the intersections of Mathews Avenue and Goodwin Avenue, State Section (28Z)N-1, CITY Section 03-00384-00-TL, by widening University Avenue (US Route 45) pavement to provide half of a 12 foot bi-directional or dedicated left turn lane south of the existing centerline and two (2)-12 foot through traffic lanes in the eastbound direction between Mathews Avenue and Goodwin Avenue, one (1)-10 foot and variable width right turn lane with B6.12 curb and gutter for eastbound traffic at Mathews Avenue, one (1)-12 foot and variable width right turn lane for eastbound traffic at Goodwin Avenue, curb and gutter and a storm sewer system for highway drainage; and

WHEREAS, the CITY is desirous of improving the intersection of Mathews Avenue with University Avenue by Constructing one (1)-11 foot and variable width right turn lane for northbound traffic at Mathews Avenue; and

WHEREAS, the CITY is desirous of improving the intersection of Goodwin Avenue with University Avenue by Widening Goodwin Avenue pavement to provide one 11 foot through northbound traffic lane, one (1)-11 foot and variable width northbound left turn lane, one (1)-11 foot and variable width northbound right turn lane, one (1)-11 foot and variable width southbound right turn lane South of University Avenue; and

WHEREAS, the CITY is desirous of modernizing traffic signals at the University Avenue intersection with Goodwin Avenue; and

WHEREAS, the CITY is desirous in completing the aforementioned improvements by performing all other work necessary to complete the improvements 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 STATE 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.
3. It is mutually agreed by and between the parties hereto that the estimated STATE reimbursement cost and cost proration for this improvement is as follows:

**COST PRORATION - IMPROVEMENTS INVOLVING STATE PARTICIPATION ONLY**

Type of Work	STATE RESPONSIBILITY		CITY RESPONSIBILITY		TOTAL
	Cost	%	Cost	%	
University Avenue construction costs to develop through and turn lanes	\$ 123,900	100			\$123,900
Traffic Signal Modernization at Goodwin Avenue	\$ 50,000	50	\$ 50,000	50	\$100,000
Subtotal	\$ 173,900		\$ 50,000		\$223,900
P&C Engr. 15%	\$ 26,100		\$ 7,500		\$ 33,600
Total	\$200,000		\$ 57,500		\$257,500

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 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 overall maximum reimbursement of \$200,000.

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, in accordance with the following requirements:
  - A. Right-of-way shall be obtained 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 Illinois on each individual parcel of right-of-way, the consideration for which exceeds \$10,000, included 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. In the event acquisition of the right-of-way is by condemnation, then such action must be brought in the name of the State by the Attorney General and an Assistant Attorney General appointed by him.
  - 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 are 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 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 City'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 complied 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 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 A", 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 CITY'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".
8. Prior to the CITY 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 CITY'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".

9. The CITY shall maintain, for a minimum of 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.

10. 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 Illinois Department of Transportation.
11. 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 University Avenue (US Route 45) without the consent of the STATE.
12. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
13. 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.
14. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
15. Upon final field inspection of the improvement and so long as University Avenue is used as a State Highway, the STATE agrees to maintain or cause to be maintained the bidirectional turn lane, the four (4) through traffic lanes, two (2) lying on either side of the Bi-directional turn lane and the left-turn and right-turn lanes, each lane being 11 or 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.
16. 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 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 3.66 meters (12 feet) between adjacent manholes. The STATE shall share cost of the maintenance, except as aforescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.
17. The CITY agrees to provide the STATE with a copy of all traffic signal submittals for review and approval by the STATE. The STATE agrees to provide written approval of all traffic signal submittals relative to the STATE's financial and maintenance obligations described herein, prior to the CITY's installation for the aforescribed proposed improvement.
18. The CITY agrees to request and obtain STATE concurrence for Acceptance, Turn-on or Actuated Operation Inspection, and Final Inspection (thirty day on-site Acceptance) of all traffic signal submittals relative to the STATE's financial and maintenance obligations described herein.



19. 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 November 7, 2001.
20. The CITY agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The STATE agrees to pay their proportionate share of this cost as billed by the local power company.
21. 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.
22. 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.
23. The CITY agrees that in the event any work is performed by other than CITY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
24. UNDER PENALTIES OF PERJURY, the CITY certifies that \_\_\_\_\_ is their correct Federal Taxpayer Identification Number and they are doing business as a governmental entity.
25. 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.
26. 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

Attest:

Clerk

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

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

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

(SEAL)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Director of Highways

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

ORDINANCE NO. 8081-114

AN ORDINANCE PROHIBITING THE DISCHARGE  
OF SANITARY SEWAGE AND INDUSTRIAL  
WASTES INTO ANY STORM SEWER  
CONSTRUCTED AS A PART OF THE IMPROVEMENT  
OF UNIVERSITY AVENUE (FAP ROUTE 808  
STATE SECTION 28Z(W,RS-2)&(28Z,3R)TS

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

Section 1: That it shall be unlawful to discharge any sanitary sewage and/or industrial wastes into any storm sewer constructed and used as a part of the improvement of University Avenue (FAP Route 808, US Route 150, US Route 45) within the corporate limits of the City of Urbana.

Section 2: Any person, firm or corporation convicted of violating this ordinance shall be fined not less than \_\_\_\_\_ (\$ --- ) nor more than two hundred dollars (\$200.00 ) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

Section 3: This ordinance shall be in full force and effect from and after its passage, publication and approval as provided by law.

PASSED this 18th day of may \_\_\_\_\_, 198 1

Ruth S. Brookens, City Clerk

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

ORDINANCE NO. 8081-113

AN ORDINANCE REGULATING PARKING  
ON UNIVERSITY AVENUE (FAP ROUTE 808) IN  
THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

BE IT ORDAINED BY THE CITY OF URBANA, COUNTY OF CHAMPAIGN, STATE OF  
ILLINOIS, as follows:

Section 1: When signs are erected giving notice thereof, it shall be unlawful for any person to park any vehicle or to permit any vehicle to stand on the following named street in the City of Urbana:

Both sides of University Avenue from Wright Street to  
Cunningham Avenue-Vine Street in said City.

Section 2: The provisions of this Ordinance prohibiting parking shall not apply to emergency vehicles, while the driver thereof is engaged in the performance of emergency duties, nor shall provisions apply to persons actually engaged in repairing or otherwise improving the street under the authority of the Council of said City or under the authority of the State of Illinois.

Section 3: Any person, firm, or corporation convicted of violating this ordinance shall be fined not less than three dollars (\$ 3.00) nor more than two hundred dollars (\$200.00 ) for each offense.

Section 4: All ordinances or parts of ordinances in conflict with or inconsistent with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby repealed.

Section 5: This Ordinance shall be full force and effect from and after its passage, approval and publication, as provided by law.

PASSED this 18th \_\_\_\_\_ day of May \_\_\_\_\_, 1981 \_\_\_\_  
R t S. Brookens, City

Clerk APPROVED by the Mayor this 18th day of May \_\_\_\_\_ 1981.

ORDINANCE NO. 8081-115

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

WHEREAS, the City of Urbana hereinafter referred to as the CITY, and the State of Illinois, acting by and through its Department of Transportation hereinafter referred to as the STATE have entered into an agreement relative to the improvement of University Avenue (FAP Route 808, US Route 150, US Route 45) from Wright Street easterly approximately 1.10 miles to Race Street (State Section 28Z(W,RS02)& (28Z,3R)TS, and

WHEREAS, in order to facilitate said improvement, it is necessary for the CITY to adopt an ordinance regulating encroachments on the right of way for said improvement in accordance with the following definitions:

Roadway Right of Way is defined as those areas existing or acquired by dedication or by fee simply for highway purposes; also, the areas acquired by temporary easement during the time of easement is in effect;

Project Right of Way is defined as those areas within the project right of way lines established jointly by the CITY and STATE, which will be free of encroachments except as hereinafter defined;

Encroachment is defined as any building, fence, sign or any other structure or object of any kind (with the exception of utilities and public road signs), *which is placed, located Or maintained in, on, under or over any portion of* the project right of way or the roadway right of way where no project right of way line has been established;

Permissible Encroachment is defined as any. existing awning, marquee, advertising sign or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is a sidewalk extending to the building line and which does not impair the free and safe, flow of traffic on the highway; the permissive retention of overhanging signs is not to be construed as being applicable to those signs supported from poles constructed outside the project right of way line and not confined by adjacent buildings;

Construction Easement Area is defined as that area lying between the project right of way limits and the platted street limits within which the CITY, by concurrence in the establishment of the project right of way lines, will permit the STATE to enter to

and, perform all necessary construction operations;

WHEREAS, representatives of the CITY and the STATE, have by visual inspection, cooperatively established project right of way lines and have mutually determined the disposition of encroachments.

NOW, THEREFORE, BE IT ORDAINED, by the City of Urbana, Champaign County, Illinois:

Section 1: It shall be unlawful for any person, firm or corporation to erect or cause to be erected, to retain or cause to be retained, any ENCROACHMENT (herein above defined), within the limits of the project right of way or roadway right of way where no project right of way lines have been established.

Section 2: This ordinance is intended to and shall be in addition to all other ordinances, rules and regulations concerning encroachments and shall not be construed as repealing or rescinding any other ordinance or part of any ordinances unless in direct conflict therewith.

Section 3: Any person, firm or corporation convicted of violating this ordinance shall be fined not less than three dollars (\$3.00) nor more than two hundred dollars (\$200.00 ) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

Section 4: This ordinance shall be in full force and effect from and after its passage, publication and approval as provided by law.

PASSED this 18th day of may, 1981

Ruth S. Brookens, City Clerk

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

