



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

**ENGINEERING**

**MEMORANDUM**

**TO: Bruce Walden, Chief Administrative Officer**  
**FROM: Gale L. Jamison, Assistant City Engineer**  
**William R. Gray, Public Works Director**  
**DATE: November 22, 2006**  
**RE: Lincoln Avenue and University Avenue Traffic Signal Modernization**

**INTRODUCTION**

In order to facilitate the free flow of traffic and insure safety to the motoring public, the State of Illinois desires to modernize the traffic signals at the intersection of University Avenue and Lincoln Avenue and to interconnect the traffic signals along University Avenue from Wright Street in Champaign to Race Street in Urbana. The project will be constructed jointly by the State of Illinois, the City of Champaign and the City of Urbana. The City of Champaign will share in the cost of the interconnect improvement at Wright Street and the City of Urbana will share in the costs of the signal modernization improvements at the University Avenue and Lincoln Avenue intersection and the interconnect improvements at all the intersections from Goodwin Avenue to Race Street. The City's share is not to exceed 125% of the construction costs plus 15% preliminary and construction engineering costs or \$23,503. Additionally the City has requested that the State include new highway lighting and emergency pre-emption equipment at the University Avenue and Lincoln Avenue intersection. The estimated costs for those additions including preliminary and construction engineering is estimated at on the order of \$7,500

**ISSUES AND DISCUSSION**

This attached City-State Agreement requires three resolutions be passed by the City Council. They are as follows:

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT AGREEMENT WITH THE CITY OF CHAMPAIGN AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION.

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

2. A RESOLUTION APPROPRIATING FUNDS FOR THE MODERNIZATION OF TRAFFIC SIGNALS AT LINCOLN AVENUE (FAU ROUTE 7177) AND UNIVERSITY AVENUE(FAP ROUTE 808/US 45)

This Resolution sets the amount and how the funds are to be paid for the City's share of the project.

- 3 A RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE (Lincoln Avenue and University Avenue)

This Resolution appropriates the use of MFT funds to pay for the City's share of the project.

### **FISCAL IMPACTS**

This project is being totally designed and the contract administered by the Illinois Department of Transportation. Therefore, there will be minimal staff impacts for project monitoring.

As outlined in the agreement, City of Urbana's share of the estimated \$195,000 project cost is not to exceed \$23,503 plus the costs of the City requested improvements estimated to be on the order of \$7,500. The State of Illinois and the City of Champaign will be responsible for the remainder of the project costs.

Staff has reviewed the cost breakdowns and finds them satisfactory. Please note that these costs are estimates and may increase or decrease dependant on actual bid prices and construction change orders. All City funds are to be Motor Fuel Tax Funds (E09) and are budgeted in the CIP. Sufficient funds are being appropriated to allow for reasonable contingencies.

### **RECOMMENDATION**

It is recommended that the City Council approve the resolutions as outlined herein.



# Illinois Department of Transportation

Division of Highways / Region 3 / District 5  
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois / 61944  
Telephone 217/465-4181

October 20, 2006

## PROGRAM DEVELOPMENT

Route FAP 808 (US Rte 45)  
Section (28X) TS-3  
County Champaign  
Job No. C-95-076-06  
Agreement No. JN 507003  
Contract No. 70562

Mr. William Gray  
Public Works Director  
706 South Glover Avenue  
Urbana, IL 61802

Dear Mr. Gray:

Enclosed are four (4) copies of the subject Joint Agreement covering the proposed improvement to the signal system at the intersection of US Route 45 (University Ave) and Lincoln Ave.

The Agreement requires the City to pass the following resolution appropriating sufficient funds to pay its share of the cost of the improvement

The final Plans and Special Provisions are being forwarded to you in a separate package when they are complete, along with a letter requesting your signature if the Plans and Special Provisions meet with your approval.

Please review this Joint Agreement and, if satisfactory, handle for execution. Return four (4) copies for final execution by the State.

Should you have questions, please contact Mr. Kevin L. Knoepfel, Project Support Engineer at (217) 465-4181.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joseph E. Crowe".

Joseph E. Crowe, P. E.  
Deputy Director of Highways,  
Region Three Engineer

Enclosures

KLK:cw

City of Urbana  
City of Champaign  
(Champaign County)

FAP Route 808  
Section (28X) TS-3  
County Champaign  
Job No. C-95-076-06  
Agreement No. JN 507003  
Contract No. 70562

#### 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 and the City of CHAMPAIGN, of the State of Illinois.

#### WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous modernizing traffic signals at the FAP Route 808, US Route 45 known as University Avenue intersection with Lincoln Avenue and also interconnecting the signal systems from Wright Street in Champaign to Race Street in Urbana along University Avenue, by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the City of Urbana and the City of Champaign is desirous of said improvement in that same will be of immediate benefit to the local residents and permanent in nature;

WHEREAS, the City of Urbana has requested to receive the salvage materials of the existing LED light units, control cabinet and controller;

WHEREAS, the City of Urbana has requested to replace the exiting emergency preemption equipment with new up dated equipment;

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 and Southern Railroad 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 REIMBURSABLE</u>		<u>CITY OF CHAMPAIGN</u>		<u>CITY OF URBANA</u>		<u>TOTAL</u>
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	
Traffic signals at University and Lincoln Avenues	\$ 115,650	90	NA	NA	\$ 12,850	10	\$ 128,500
Traffic Signal Interconnect Wright ST. to Race ST.	\$ 31,000	88.57	\$ 500	1.43	\$ 3,500	10	\$ 35,000
New highway lighting	NA	NA	NA	NA	\$ 1,500	100	\$ 1,500
Emergency Pre-emption University and Lincoln Ave	NA	NA	NA	NA	\$ 5,000	100	\$ 5,000
Sub Total	\$ 146,650		\$ 500		\$ 22,850		\$ 170,000
P&C Engr. 15%	\$ 21,998		\$ 75		\$ 3,428		\$ 25,500
Total	\$ 168,648		\$ 575		\$ 26,278		\$ 195,500

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. Participation toward the traffic signals shown above shall not exceed \$23,503 which represents 125% of their estimated construction and engineering cost for the City of Urbana. Participation toward the traffic signals shown above shall not exceed \$719 which represents 125% of their estimated construction and engineering cost for the City of Champaign.

4. The City of Urbana 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 A1 and made a part hereof.
5. The City of Champaign 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 A2 and made a part hereof.
6. The CITY further agrees that upon award of the contract for this improvement, the City of Urbana will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the City of Urbana, 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.
7. The CITY further agrees that upon award of the contract for this improvement, the City of Champaign will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF

ILLINOIS in a lump sum from any funds allotted to the City of Champaign, 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.

8. The City of Urbana shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
9. The City of Urbana 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.
10. 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 of Urbana on November 7, 2001.
11. 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 of Champaign on July 1, 2001.
12. 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.
13. The STATE 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.
14. The CITY of Urbana agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
15. The CITY of Champaign agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
16. UNDER PENALTIES OF PERJURY, the CITY of Urbana certifies that 37-6000524 is their correct Federal Taxpayer Identification Number and they are doing business as a governmental entity.
17. UNDER PENALTIES OF PERJURY, the CITY of Champaign certifies that 37-6000471 is their correct Federal Taxpayer Identification Number and they are doing business as a governmental entity.
18. Obligations of the STATE and City of Urbana and City of Champaign 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.

19. 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

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

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

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

CITY of CHAMPAIGN

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

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

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

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

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

Joseph E. Crowe, P. E.  
Deputy Director of Highways,  
Region Three Engineer

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

# Location Map

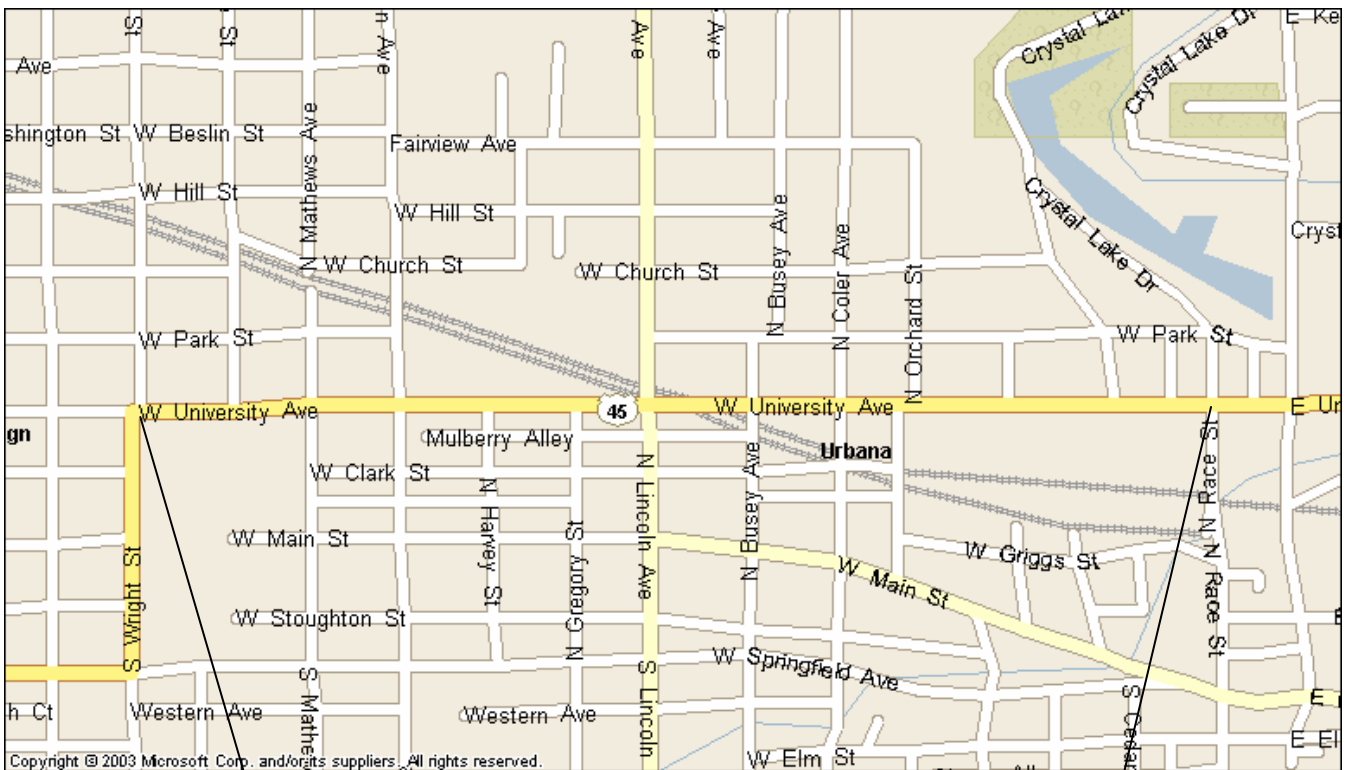
FAP Route 808 US 45

Section (28X) TS -3

Champaign County

Job NO. : C-95-076-06

Contract 70562



Project limits







RESOLUTION NO. 2006-11-032R

**A RESOLUTION  
APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT AGREEMENT  
WITH THE CITY OF CHAMPAIGN, ILLINOIS AND THE ILLINOIS DEPARTMENT OF  
TRANSPORTATION**

(Lincoln Avenue and University Avenue)

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, the City of Champaign, 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 \_\_\_\_\_, 2006.

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

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor