Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

BDE PROCEDURE MEMORANDUM

NUMBER: 68-10

SUBJECT: Bicycle and Pedestrian Accommodation (Complete Streets)

DATE: June 1, 2010

This procedure memorandum replaces Chapters 5 and 17 of the BDE Manual to incorporate changes mandated in the Illinois Highway Code (605 ILCS 5/4-220 new), which is generally known as the Complete Streets Law. These attached revisions will be incorporated in the next update of the BDE Manual.

Background
In October 2007, Senate Bill 508 became law and required the department to incorporate bicycle and pedestrian accommodations into state highway projects in urban areas, except in cases where pavement resurfacing projects do not widen the existing traveled way or where there is a documented safety issue, excessive cost or absence of need. To that end, Chapters 5 and 17 have been revised.

Changes in Chapter 5 include:

- Increasing the state's match for sidewalks from 50/50 to 80/20.
- Match requirements for bicycle accommodations are now specifically addressed, due to past confusion.

Changes in Chapter 17 include:

- A new Facility Selection Table, which identifies the appropriate type of accommodation based on traffic and speeds.
- A request for a local resolution, should local agencies choose not to participate in providing an accommodation.
- A requirement for greater coordination with Design and Environment's Bicycle and Pedestrian Coordinator.

Applicability
The procedures outlined in this memorandum are applicable to all state highway projects.

Procedures
The revised procedures are identified in the attached copies of Chapters 5 and 17.

Engineer of Design and Environment Scott E. Stitt

Attachments

Chapter Five

LOCAL AGENCY AGREEMENTS

BUREAU OF DESIGN AND ENVIRONMENT MANUAL

Chapter Five
LOCAL AGENCY AGREEMENTS

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CHAPTER FIVE
LOCAL AGENCY AGREEMENTS

Chapter 5 documents the Department's policies and procedures to use when processing Local Agency Agreements. The term "Local Agency," as used in this chapter, refers to Municipalities, Counties, Townships, fire districts, and other public entities. The procedures in this chapter also apply to non-public entities.

5-1 GENERAL

5-1.01 Need For Agreements

The Department requires an Agreement with a Local Agency when the Local Agency participates in the improvement of a State route and/or when a transfer of jurisdictional responsibility is made. Participation may be a contribution of goods, services, or money (e.g., right-of-way, preliminary engineering, Municipal funds). The Agreement also should resolve questions of maintenance, parking, storm sewer pollution, encroachments, approval of plans, and other similar items.

5-1.02 Signature Authority

If Local Agency participation is less than $250,000, the district engineer, or assignee, may execute an Agreement with the Local Agency except under the following conditions:

- a Jurisdictional Transfer is involved;
- the Department is reimbursing or crediting the Local Agency;
- an Agreement with another State is involved; or
- a Supplemental Agreement causes the Local Agency's share to exceed $250,000.

The Director of Highways will execute Agreements that cannot be executed by the district engineer.

5-1.03 Processing Guidelines and Procedures

The district will prepare Local Agency Agreements in accordance with the applicable State laws and the Department's rules, regulations and policies using the format discussed in Section 5-2. The following sections present the procedures and guidelines for processing Local Agency Agreements.

5-1.03(a) Executed by the District Engineer

The district is responsible for the Agreement from inception to execution. The Project Support Engineer must submit a memorandum describing any element of an Agreement that deviates from IDOT policy to BDE for approval before the Local Agency consummates the Agreement. The district will send one original fully executed Agreement counterpart, together with a copy of all waiver approvals, to BDE where the Agreement will be distributed to the affected Central Office bureaus and retained, in perpetuity, as an official Department document. The district shall also send one copy of the Agreement with the PS&E submittal and a second copy to the Bureau of Statewide Program Planning.

5-1.03(b) Executed by the Director of Highways

The Project Support Engineer will prepare the preliminary draft of the Agreement and send the preliminary draft to the appropriate district bureaus for review and approval of the Agreement prior to submitting one copy to BDE for draft review. To expedite the draft review process, note and explain in the transmittal memo to BDE any deviations from policy contained in the Agreement. If projects involve improvements to an unmarked State route and the Agreement does not provide for a transfer of jurisdictional responsibility, also note the following in the transmittal memorandum:

- whether the appropriate Local Agencies were contacted and their reasons for not accepting jurisdiction,
- whether the project could be deferred, or
- whether the project is the minimum required to prevent further deterioration of the existing pavement.

This information is necessary to obtain Executive Office approval to proceed with the project.

BDE will distribute copies of the preliminary draft to the affected central office bureaus for suggestions and comments. BDE will return to the district the collective comments of the Central Office for incorporation into the Agreement. The district will notify BDE in writing of any disagreements or objections and resolve all serious issues before proceeding. Following preliminary draft approval, the district will prepare the final draft in triplicate (i.e., presupposing a

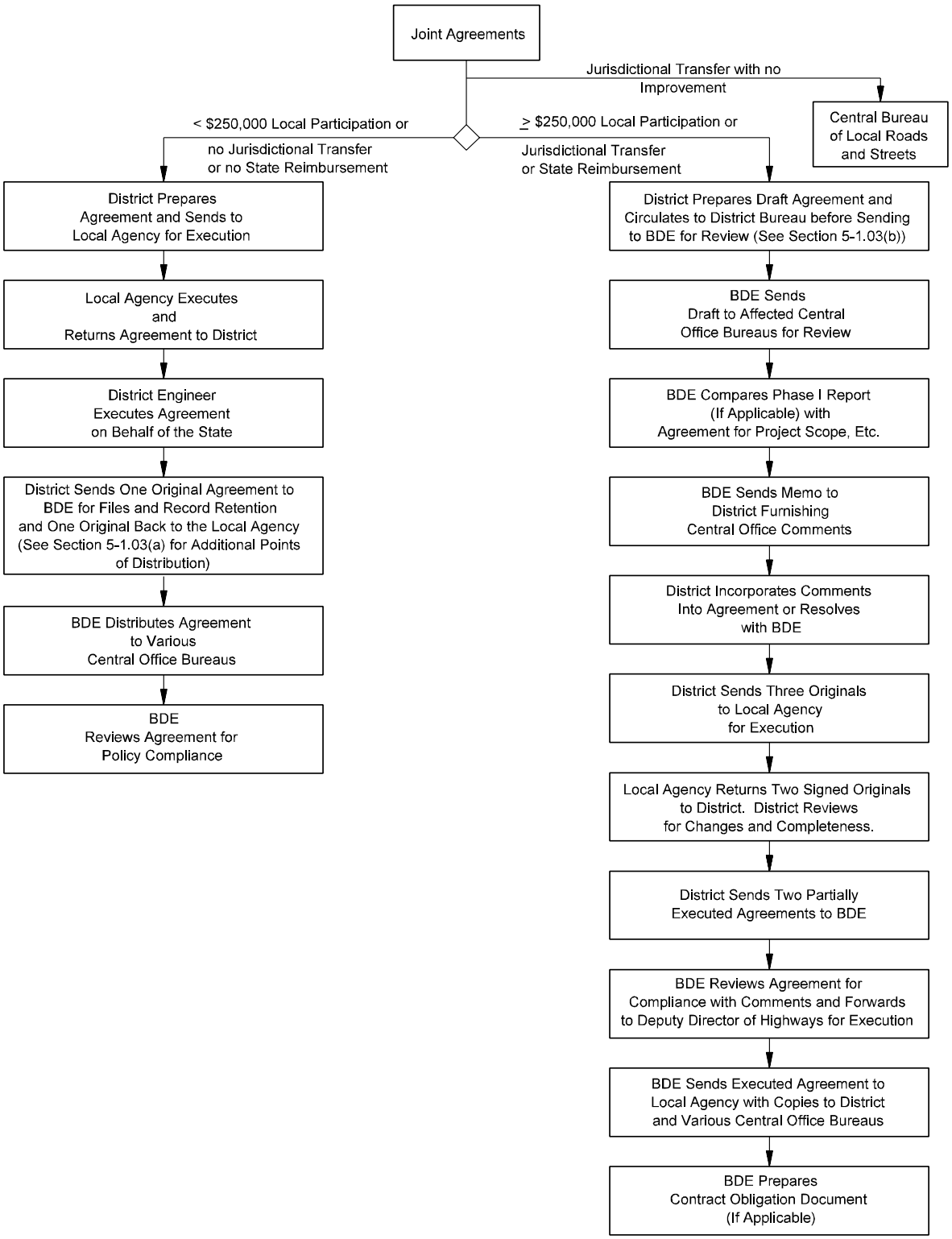
two-party Agreement) on letter-size paper and submit the three counterparts to the Local Agency for execution. The Project Support Engineer will instruct the Local Agency to return two signed counterparts and retain one for a file copy. The Project Support Engineer will then forward the signed counterparts to BDE for execution by the Director of the Division of Highways. BDE will file one counterpart, send the remaining counterpart directly to the Local Agency, and forward copies to the district and other central office bureaus. For an improvement to be eligible for any particular letting, the Agreement, with attached ordinances, shall be fully executed and plan approval received prior to the PS&E dates indicated in the schedule for lettings that are published each year by BDE.

5-1.03(c) Executed by the Secretary of Transportation, Chief Counsel, Director of Finance and Administration and Director of Highways

If the Agreement obligates an expenditure of over $250,000 payable to the Local Agency, the above signatures are required. The review process and all other aspects are the same as Director executed Agreements.

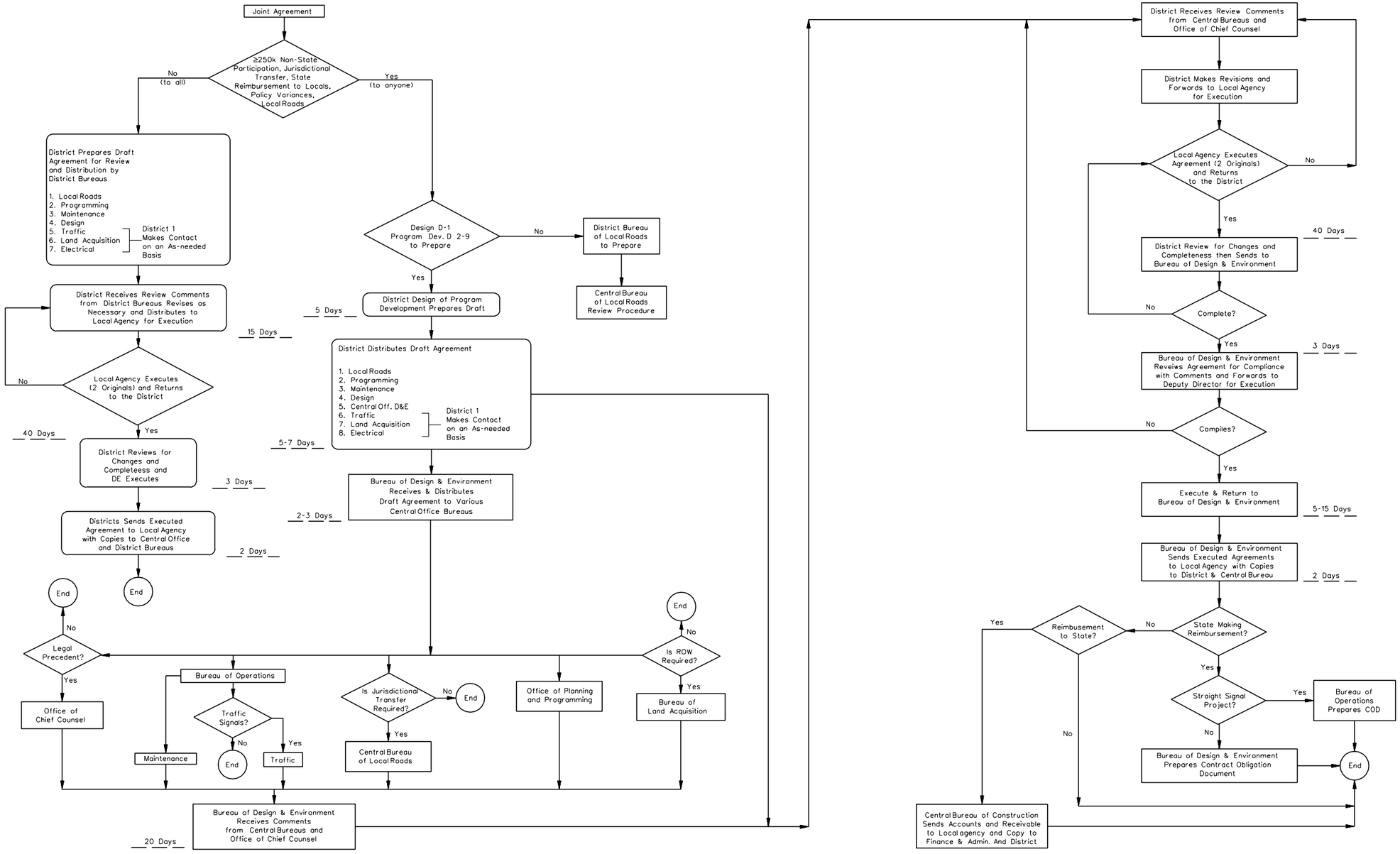
5-1.03(d) Processing Procedures

Figure 5-1A illustrates the procedures to use when processing Local Agency Agreements. Adhering to these procedures will reduce confusion and provide consistency in implementing the process. For additional guidelines, contact BDE. Figure 5-1B illustrates the time line for processing typical local agency agreements.



FLOW CHART FOR PROCESSING TYPICAL LOCAL AGENCY AGREEMENTS
(Bureau of Design & Environment)

Figure 5-1A



TIME LINE FOR PROCESSING TYPICAL LOCAL AGENCY AGREEMENTS
(Bureau of Design & Environment)

Figure 5-1B

5-2 AGREEMENT FORMAT

There is one format that is typically used for Agreements between the Department and a Local Agency. The following sections discuss the agreement format.

5-2.01 Developed Format

The district will use the Developed Format on all projects. See Section 5-8 for a sample of the Developed Format.

5-2.02 Description of Improvement

In the Agreement, include a brief description of the improvement to completely inform the Local Agency of the extent of the improvement. If the improvement extends beyond the limits of the Local Agency, also define the limits of Local Agency involvement. Provide the following in the description:

- the route designation and improvement limits, identified by official street names, as practical;
- the proposed number and width of traffic lanes;
- the width of any parking lanes;
- the width and type of median, if any;
- the type of curb and gutter construction;
- a description of the sidewalk and/or other work requested by the Local Agency; and
- any storm sewer or incidental construction required.

5-2.03 Termination

Include in the Agreement a mutually acceptable time of termination not to exceed three years if the contract is not awarded.

5-3 MAINTENANCE OBLIGATIONS

The Agreement should describe in detail the maintenance obligations of all parties to avoid potential misunderstandings upon completion of construction. Normally, on streets that are a part of the State highway system, the Department will maintain the following:

- the traffic lanes, including left- and right-turn lanes or bi-directional lanes, and the adjacent curb and gutter or ditch; and

- the median area, if provided.

The following sections provide additional information on maintenance obligations.

5-3.01 Traffic Lanes Under Municipal Jurisdiction

The Municipality will maintain the traffic lanes and any adjacent curb and gutter under Municipal jurisdiction.

5-3.02 Parking Under Municipal Jurisdiction

The Agreement should assign responsibility for parking maintenance according to the following criteria:

1. On-System Parking. If parking, including restricted parking, is included in the improvement, the Municipality will maintain the parking lanes and the adjacent curb and gutter.

2. Off-System Parking Lanes. The Municipality will accept complete jurisdiction of off-system parking facilities including, but not limited to, the following:

   - maintenance,
   - operation,
   - repair,
   - reconstruction,
   - striping, and
   - provision of electrical energy for lighting systems.

   The Municipality will hold the State harmless from any legal suits arising from the construction, operation, and maintenance of off-system parking facilities.

5-3.03 Parking or Municipal Traffic Lanes Assumed by State

If an IDOT traffic capacity analysis demonstrates a justification for additional traffic lanes, the Department may assume the additional full-time traffic and/or parking lanes under Municipal jurisdiction. Once assumed, the Department will maintain these facilities including any adjacent curb and gutter.

5-3.04 Storm Sewers and Appurtenances

The Municipality normally will perform the routine maintenance of storm sewers and appurtenances constructed as part of the improvement, provided the storm sewer was designed to accommodate State highway drainage only. Routine maintenance is defined as those functions necessary to maintain the sewer in a serviceable condition including:

- cleaning sewer lines, inlets, manholes, and catch basins; and
- repairing and replacing inlet, manhole, and catch basin frames, grates, and lids.

The following provides additional guidance on the maintenance responsibilities of storm sewers and appurtenances:

1. Storm Sewers Constructed for State Highway Drainage Only. Beyond the level of routine maintenance, the Department will maintain, repair, and/or reconstruct storm sewers constructed for State highway drainage only.

2. Storm Sewers Constructed for Joint Municipal/State Use. If the storm sewer is oversized to accommodate a joint Municipal/State use, the Agreement shall proportion the cost for maintenance, repair, and/or reconstruction beyond the level of routine maintenance in the same manner as the initial construction cost was proportioned.

5-3.05 Traffic Signals

If traffic signals are included in the improvement and are within the Municipality's corporate limits, the Municipality and the Department normally will share maintenance responsibilities. The Municipality is responsible for maintenance and energy costs as provided in Part 544 of the *Illinois Administrative Code* (contact the Bureau of Operations for additional guidance).

5-3.06 Lighting

The following presents the maintenance obligations for lighting:

1. Separate Systems. The Municipality is financially responsible for maintaining any separate lighting system installed by the Department at the request of the Municipality. The Municipality also will furnish and pay for the system's electrical energy.

2. Combined Systems. In addition to any obligations in Part 544 of the *Illinois Administrative Code* (contact the Bureau of Operations), the Municipality is financially responsible for maintaining the luminaires, luminaire wiring, conduit, and control devices and for providing the electrical energy for the combined systems the Department installs at the request of the Municipality.

5-3.07 Sidewalks

The Municipality will maintain any new or replacement sidewalks the Department provides in the improvement, excluding those constructed on structures.

5-3.08 Right-of-Way Under Municipal Jurisdiction

Use the following guidelines to determine maintenance responsibility for right-of-way under Municipal jurisdiction:

1. Urban Cross Section. The Municipality will maintain the entire right-of-way outside of that maintained by the Department. This includes, but is not limited to, Municipal utilities, landscape plantings, parkways, guardrails, crosswalks, and stop line markings.

2. Rural Cross Section. The Department will maintain the entire right-of-way excluding the landscaping and utilities installed by others and the right-of-way under Municipal responsibility as discussed in Sections 5-3.01 through 5-3.07.

5-3.09 Municipal Streets

If Municipal streets are improved as part of the State highway project, the Municipality is responsible for maintaining the Municipal streets, except as provided in Maintenance Policy 11-5.

5-3.10 Bicycle Paths

The Municipality will maintain any bicycle paths associated with the State highway project other than that portion of the bicycle path carried on state structures. Incorporate the following paragraph in the Agreement:

> *The _____ agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the bicycle path not otherwise carried on state structures. The _____ further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the construction and/or operation of the bicycle path.*

5-4 AGREEMENT ATTACHMENTS

5-4.01 Parking Restrictions

The district should ensure that any on-street parking included in the improvement is parallel and adjacent to the curb and, as practical, should eliminate any diagonal on-street parking from the project. Diagonal on-street parking shall be analyzed and approved by BDE before the Department will execute an Agreement for a joint Municipal/State improvement (see Chapter 48). The Municipality shall adopt and enforce an appropriate parking ordinance as part of the Agreement. If an appropriate parking ordinance is already in effect, obtain copies from the Municipality. Attach the parking ordinance as an Exhibit to the Agreement prior to execution. Enforcement of the parking ordinance by the Municipality is understood to include erection and maintenance of any necessary "NO PARKING" or "PARALLEL PARKING ONLY" signs. See Example 2 in Section 5-8 for a sample parking ordinance.

5-4.02 Sewer Restrictions

The Municipality shall adopt and enforce an ordinance prohibiting the discharge of sanitary sewage or industrial waste into any storm sewer or drainage facility constructed by the Department as a part of the project. The district will attach the ordinance as an Exhibit to the Agreement prior to execution. See Example 3 in Section 5-8 for a sample storm sewer ordinance.

5-4.03 Encroachments

If a State highway improvement is within a Municipality, the work generally is performed on right-of-way that is either acquired by or dedicated to the Municipality. Occasionally, the Department performs work on new right-of-way, purchased either by the State or jointly with the Municipality, under an Agreement with the Municipality. As part of the Agreement, the Municipality will provide for the disposition of any existing encroachments and adopt and enforce an ordinance prohibiting future encroachments on State highway right-of-way.

Encroachments on State highway right-of-way will not be permitted and shall be removed. Unless the encroachment is an existing violation, the State may compensate the owner during right-of-way negotiations. However, if the safe and free flow of vehicular and pedestrian traffic is maintained, the Department may allow the encroachment to remain. In such cases, the Municipality will issue a revocable permit, approved by the Department, that provides for the future removal of the encroachment if necessary.

The Department defines an encroachment as any building, fence, sign, billboard, or other structure or object (excluding certain items over sidewalks and most public and private utilities) that are placed, located, or maintained in, on, under, or over any portion of State highway right-of-way, except those structures and objects that:

- are informational signs;
- constitute a part of the highway;
- are a part of the highway facility's access control; or
- are in the public interest and do not impair highway operations or interfere with the safe and free flow of vehicular and pedestrian traffic.

Although not applicable to freeways, the last item includes awnings, marquees, signs advertising business activity, and similar building-supported structures that overhang a sidewalk on State highway right-of-way. If a building is set back from adjacent buildings that are flush with a sidewalk on State highway right-of-way, the Department may permit pole-mounted signs advertising the set-back enterprise to overhang the State highway right-of-way as it permits building-supported encroachments. In addition, if a public or private utility located in or near a sidewalk impedes the safe and free flow of pedestrian traffic, the Department considers the utility an encroachment. Such utility encroachments are subject to a revocable permit. The Department should ensure that the placement of above-ground utilities does not restrict the clear width of the sidewalk to less than 3 ft (1 m). Clear width is the distance from the edge of the sidewalk to the near edge of the utility facility.

The Department and Municipality jointly will establish a project right-of-way line within the limits of the platted street that will be encroachment free, except for revocable permits and the exempt structures and objects previously discussed. Representatives from both agencies will attend a field review to accomplish this task. As practical, establish the project right-of-way line to not less than 2 ft (600 mm) behind the face of the curb. After the field review, draw the project right-of-way line on the plans and designate the Municipal right-of-way area outside the project right-of-way line as a construction easement in which the Department will be permitted by Agreement to perform work. After construction, the Municipality will control all areas outside the project right-of-way.

If an existing encroachment must remain on project right-of-way, the Municipality will issue a revocable permit, approved by the Department, that provides for the future removal of the encroachment, if necessary. The district will coordinate a joint field review with the Municipality to ensure that encroachments do not violate *Illinois Highway Code* 605 *ILCS* 5/9-112.4. If during the field review it is determined that an encroachment impairs the safe and free flow of vehicular or pedestrian traffic, the Municipality will revoke the permit. After the field review, the appropriate district personnel will certify that all encroachments have been properly disposed (see Form BD 488, Joint Agreement/Letter of Understanding). Structures and objects over sidewalks on State highway right-of-way within the Municipality that satisfy IDOT criteria may remain in place without a revocable permit. However, if alterations to a structure or object or to the highway itself subsequently cause the encroachment to impede the safe and free flow of traffic, the Department will require adjustment or removal of the encroachment.

In the Agreement, incorporate provisions for the disposition of existing encroachments and for the prohibition of future encroachments. Use the appropriate wording in the samples illustrated in Section 5-8. Regardless of the improvement's Federal-aid funding eligibility, the district will incorporate the encroachment verbiage in the Agreement and obtain the necessary Municipal encroachment ordinance. See Example 4 in Section 5-8 for a sample encroachment ordinance. This will ensure uniform treatment of encroachments for all improvements. As practical, attach and directly reference the encroachment ordinance as an Agreement Exhibit prior to executing the Agreement. However, cases such as Municipal participation in preliminary engineering may preclude this suggested practice. In such cases, the district will arrange to execute the Agreement with the understanding that the Municipality will provide the Department with certified copies of the encroachment ordinance prior to bid advertisement.

5-4.04 Approval of Plans

Regardless of which agency prepares the plans for the improvement, submit prints of the detailed plans to the Municipality and obtain formal approval to ensure that the Municipality is fully aware of the extent of the improvement. During construction, this will better position the Department to refuse unwarranted requests for additional improvements and revisions by abutting property owners. The district will obtain one copy of a Municipal resolution or a formal letter from a Municipal official responsible for approving the plans and forward it to BDE prior to PS&E submittal.

5-4.05 Funding Resolution

If the Local Agency is to reimburse the Department for work described in the Agreement, a funding resolution providing payment for the work must be attached to the Agreement.

5-5 DIVISION OF COST

The extension of a State highway into and through a Municipality provides a multipurpose facility that accommodates vehicular and pedestrian traffic for both the State and Municipality (i.e., the State highway becomes an integral part of the local street system). As such, under an Agreement with the Municipality, the Department performs State-initiated highway improvements within Municipal jurisdictions which proportionately benefit both parties. This section delineates the financial responsibilities of each party for state initiated projects under state jurisdiction.

5-5.01 State Responsibility

The State is financially responsible for preliminary engineering, right-of-way, construction, and construction engineering for the traffic lanes on the State highway and the appurtenances related to the traffic lanes for which the State has jurisdiction. Financial responsibility for bicycle lanes is defined in Section 5-5.02(O).

5-5.02 Municipality Responsibility

The Municipality is financially responsible for preliminary engineering, right-of-way, construction, and construction engineering for the items specified in the following sections.

5-5.02(a) Parking

The Agreement will base the division of cost between the State and the Municipality on the following criteria:

1. New On-System Parking. New on-system parking is defined as the construction of parallel parking either to replace existing parking assumed by the State for additional traffic lanes or to provide parking where legal parking did not previously exist. If the Municipality includes new on-system parking in the improvement, proportion the cost as follows:

    a. ADT > 5000. If the highway facility has an average daily traffic (ADT) greater than 5000, use the following criteria to proportion the cost:

        - If base and surface construction of new on-system parking is equivalent to the adjacent State-maintained traffic lane and the lane width for parking meets Department criteria, proportion the cost equally (i.e., 50%/50%) between the State and Municipality.

- The State is financially responsible for 100% of curb and gutter construction.
- If the pavement composition of new on-system parking is less than the adjacent traffic lane's or if the lane width for parking does not meet Department criteria, the Municipality is financially responsible for 100% of the cost.

b. ADT < 5000. Construct the new on-system parking with a base and surface composition that is compatible with its anticipated usage to a width acceptable to the Department at 100% Municipal expense.

2. Existing On-System Parking (Resurfacing, Repair & Reconstruction). If existing on-system parking is retained in an urban street resurfacing project, the State is financially responsible for resurfacing only the pavement area maintained by the Department including a full-width taper on the parking lane from the edge of the travel lane to gutter flag or face of curb where no gutter flag exists. Limit the maximum width of taper to that of the adjacent travel lane. If the Municipality elects to have existing on-system parking resurfaced to a full thickness, the Municipality is financially responsible as follows:

- 50% of milling and resurfacing costs for existing on-system parking having a width less than or equal to that of the adjacent travel lane;

- 100% of milling and resurfacing costs for that portion of existing on-system parking greater than the width of the adjacent travel lane;

- 100% of base repair costs for the entire width of existing on-system parking;

- in Municipalities with less than 3000 population, the maximum Municipal participation toward milling and resurfacing costs for existing on-system parking is a cost equivalent to three years' Motor Fuel Tax allotment. The District shall verify locations of existing on-system parking for all joint State/Municipal improvements; and

- 100% of reconstruction costs for existing on-system parking and any adjacent curb and gutter.

3. Restricted On-System Parking. If an IDOT traffic capacity study establishes the need to restrict parking during peak hours to ensure the safe and free flow of traffic and the Municipality enacts an ordinance implementing such parking restrictions, the State will pay 100% of full-thickness resurfacing costs, up to a maximum 12 ft (3.6 m) width including any needed base and curb repairs, for the restricted on-system parking.

4. Off-System Replacement Parking. If, for the benefit of State highway safety and capacity the Department and Municipality jointly determine it necessary to replace

existing and legal on-system parking (not accommodated under Item 1) with off-system parking, the State may financially participate as follows:

a. Alternative Off-System Replacement Facilities. The State will pay 100% of all engineering, right-of-way (except Municipal property), and construction costs to replace existing on-system parking with alternative off-system parking. The maximum ratio for replacing parking spaces is one to one. Alternative off-system replacement parking may include improving adjacent local streets to accommodate new parallel parking, constructing new off-street parking facilities, or a combination of the two. Construction costs will include those items IDOT deems reasonable and practical for a safe and convenient parking environment (e.g., paved surface, drainage, lighting, pedestrian walkways, fencing). The Municipality will pay 100% of the construction costs associated with installing guard and toll collection facilities, metering devices, and parking spaces beyond the maximum one-to-one replacement ratio.

b. Municipal Property. If the Municipality owns the site selected for off-system replacement parking, the Municipality will provide the property at no expense to the State.

c. Clearing Municipal Property. As part of the State's financial responsibilities to construct replacement parking, the State will pay 100% of the cost to clear Municipal property if included in the IDOT construction contract for the improvement. See Example 5 in Section 5-8.

5. Right-of-Way. See Item 1(d) in Section 5-5.02(b) for information on right-of-way associated with parking.

5-5.02(b) Sidewalks

For sidewalks, the Agreement will be based on the following to determine the division of cost between State and Local Agency:

1. New and Deteriorated Sidewalks. Use the criteria in Chapters 17 and 48 to determine the warrants for sidewalks. If these criteria are met and the Local Agency agrees to maintain the sidewalks, proportion the improvement costs associated with new or deteriorated sidewalks as follows:

   a. New Sidewalks. Proportion the cost between the State and Local Agency at 80/20 for new sidewalks within the project termini or for short distances outside the project termini as may be required to connect sidewalks to significant pedestrian generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for sidewalk construction.

b. Deteriorated Sidewalks. The Local Agency will pay 100% of the cost to remove existing deteriorated sidewalks. Proportion the cost 80/20 between the State and Local Agency for deteriorated sidewalk replacement when associated with a highway project. Local Agency will pay 100% of the cost of decorative sidewalks.

c. Utility Adjustments and Other Items. Proportion the cost 80/20 between the State and Local Agency for reimbursable utility adjustments as defined in Chapter 6, Section 6-1.03 of the BDE Manual, as well as pedestrian barriers, retaining walls, and other collateral items that are required solely for sidewalk construction not necessitated by the IDOT project.

d. Right-of-Way. Proportion the cost 80/20 between the State and Local Agency for right-of-way if acquired solely for sidewalk construction. Also, the Local Agency will pay 100% of the construction costs for sidewalks associated with the construction of on-system parking not necessitated by the IDOT project. The State will pay 100% for right-of-way if additional right-of-way is required to construct an IDOT-proposed highway cross section.

e. Sidewalk Removal and Replacement. The State is 100% financially responsible for removing and replacing existing sidewalks if such a need is caused by the construction of an IDOT highway improvement.

f. Local Agency Does Not Accept Maintenance Responsibilities. If the Local Agency does not agree to maintain the sidewalk, the State will not construct it, even if it is warranted. However, the State will take reasonable actions to not preclude future additions of sidewalk at such locations.

All sidewalk construction can be considered for federal-aid participation. In such cases, cost shares will apply to federal-aid matching amounts.

2. Adjustment of Existing Sidewalks. If an existing sidewalk requires adjustment due to an IDOT improvement, the State will pay 100% of the adjustment cost. The Department will construct the replacement in accordance with IDOT sidewalk criteria. The Local Agency is 100% financially responsible for sidewalk adjustments that are caused or initiated by a work request from the Local Agency.

3. Curb Ramps. See Chapter 58 for criteria related to curb ramps.

5-5.02(c) Highway Lighting Within a Municipality

The Agreement will proportion the costs for highway lighting within a Municipality according to the following:

1. New Lighting. If the Municipality requests or includes street lighting in the improvement, the Municipality is 100% financially responsible for lighting installation and energy costs.

2. Modernization of Existing Lighting. The Municipality is 100% financially responsible for the modernization and betterment of any street lighting system the Municipality installed or caused to be installed in the improvement.

3. Relocation of Existing Lighting. The Department considers the relocation of existing lighting as a utility adjustment which is subject to the cost proportioning discussed in Section 5-5.02(f).

4. Combination Traffic Signal and Lighting. If the poles will be replaced in new traffic signal installations or modernization projects, proportion the cost for combination lighting as follows:

   - Proportion the cost for poles and foundations (i.e., traffic signal appurtenances) in accordance with Section 5-5.02(e).

   - The Municipality is 100% financially responsible for luminaires, luminaire wiring, conduit, and control devices.

5. Warrants for Highway Lighting. See Chapter 56 for criteria related to highway lighting.

5-5.02(d) Storm Sewers

For storm sewers, the division of cost between the State and Municipality will be as follows:

1. Municipality Requests Extension or Use of IDOT Storm Sewer. If the Municipality desires to extend or use the improvement's storm sewer facilities, the Municipality is 100% financially responsible for any increase in system capacity over that required to drain the State highway improvement. An itemized division of cost between the State and Municipality should be included in the preliminary draft Agreement.

   If the Municipality's cost share is minor, use Equation 5-5.1 (i.e., percent of actual storm sewer cost) to determine the Municipality's share:

   MC = (ASSC)(EF)[(ECC - ESOC) / ECC] Equation 5-5.1

   where:

   MC = Municipality's Cost
   ECC = Estimated Combined Cost
   ESOC = Estimated State-Only Cost
   ASSC = Actual Storm Sewer Cost
   EF = 1.15 for Engineering

2. Municipal Storm or Combined Sewer System Rehabilitation or Adjustment. If the Department uses an existing Municipal storm or combined sewer system to drain the State highway, use the following guidelines to proportion any needed sewer adjustment or rehabilitation costs between the State and Municipality:

   a. State Participation. If constructed for State highway drainage only, IDOT designs the highway storm sewer system to accommodate both the watershed runoff naturally reaching the highway site and the surface runoff across the highway right-of-way. If an improvement project uses an existing Municipal storm sewer system for State highway drainage, the State has no more or less financial responsibility for the storm sewer than any other property owner. The State will allocate straight State or Federal-aid funds for only the share of storm sewer costs that benefit the State. Unless a State highway improvement creates a need to increase the existing storm sewer system's capacity or the Department determines a need to improve the drainage of the State highway system, the State's financial participation will be limited to the cost of improving the storm sewer system within the limits of the State highway right-of-way. Use Equation 5-5.2 to determine the State's share of costs for rehabilitating and/or adjusting existing Municipal storm sewers:

      $$SSOC = 100[2(HROWA)(C1)] / [(TASBSS)(C2)] \qquad \text{Equation 5-5.2}$$

      where:

SSOC	=	State Share of Cost, percent (%)
HROWA	=	Highway Right-of-Way Area, acres (ha)
C1	=	Hydraulic Runoff Factor for HROWA
TASBSS	=	Total Area Served by Storm Sewer, acres (ha)
C2	=	Hydraulic Runoff Factor for TASBSS

      Note: The factor 2(HROWA) in Equation 5-5.2 is an administrative determination accounting for the various factors affecting surface drainage in urban areas. The runoff factors (e.g., C1 and C2 in Equation 5-5.2) normally are used in accepted hydraulic practice and reflect factors such as slopes, percent of area with different permeability rates, etc.

   b. Municipal Sewer System Adjustment. The State normally is 100% financially responsible for adjustments to Municipal sewer systems caused by State highway improvements unless it was originally installed on State right-of-way or within the limits of a highway under IDOT jurisdiction. However, if the Municipal sewer system will accommodate State highway drainage, the State may share the cost for adjusting the sewer on the basis of Equation 5-5.2. The State will not share in the cost of adjusting Municipal utilities that are not eligible for State

participation. See Section 5-5.02(f) for additional information on utility adjustments.

c. Municipal Sewer System Rehabilitation. The Department may participate in the rehabilitation of structurally deficient or functionally inadequate Municipal sewer systems to the extent such action will benefit State highway drainage. Use Equation 5-5.2 to determine the State's share of rehabilitation costs. If the rehabilitation need is due to structural inadequacy, the Municipality will be responsible for performing the structural condition evaluation. The Department will review and approve the Municipality's findings before committing to State financial participation. The State will share the cost for the structural condition evaluation in the same proportion it does for construction costs. If the project includes Municipal sewer rehabilitation predicated on a need to increase drainage capacity for a State highway facility, use Equation 5-5.2 to determine the State's share of rehabilitation costs. If the need to increase Municipal sewer capacity is necessitated by a combination of State highway and other needs, the State's financial participation will be negotiated on a case-by-case basis and Equation 5-5.2 will not apply.

d. Combined Storm and Sanitary Sewer Systems. If the Municipal sewer carries both storm and sanitary flows, deduct the sanitary portion from the system's capacity before calculating the State's share of costs. In most areas, it is acceptable to assume 10% of system capacity is used for sanitary flow. However, in areas having significant sanitary flow (e.g., industrial parks, commercial business areas), evaluate the acceptability of using 10% and, if determined unacceptable, the Department will obtain mutual agreement with the Municipality on a reasonable percentage to use in calculations.

e. Separation of Combined Sewer Systems. If the improvement involves separating a Municipal sewer into storm and sanitary systems, the State is financially responsible for its share of the storm sewer system only. The Department will review the Municipality's local storm sewer separation plan before the Municipality adopts the plan, which then becomes the basis for determining funding eligibility and the State's share of rehabilitation costs.

f. Participation Outside an Active IDOT Project. If in the State's best interest, the State may financially participate in rehabilitating an existing Municipal sewer system even though no State highway improvement project is underway. In such cases, consider the impact State highway improvements planned for the area will have on the sewer system and use the applicable guidelines in Item 2 to determine the State's financial responsibility. In determining the State's share of costs, do not consider the affects of any planned non-State facilities.

3. Additional Repair or Reconstruction of Joint-Use Storm Sewers. Joint-use storm sewers constructed under the provisions of Item 1 and 2 that require repair or reconstruction beyond that covered in Section 5-3 will be performed at the joint expense of the State and Municipality. Proportion the costs as proportioned in the Agreement for the sewers' initial construction.

4. Shoulder and Open Ditch Construction. If shoulder and open ditch construction is less costly and compatible with existing development, the Department may provide such a facility. If, instead, the Municipality desires curb and gutter and storm sewer drainage, the Department may provide such a facility; however, the State will not pay for the additional cost.

5-5.02(e) Traffic Signals

The installation, modernization, relocation, electrical energy, and maintenance costs for traffic signals differ according to their application. All are governed by Department rules, regulations, or policy as follows:

1. Dedicated Streets. See Part 544 of the *Illinois Administrative Code* (contact the Bureau of Operations) for information on traffic signals and dedicated streets. Eighty percent (90% on Safety Projects) of the signal cost first will be deducted under Section 544.60 of Part 544 of the *Illinois Administrative Code*. The State will pay 80% (90% on Safety Projects) plus its proration as determined from Section 544.60. This applies only to State-initiated projects.

2. School and Commercial/Industrial Areas. See TRA-5 (contact the Bureau of Operations) for guidelines on traffic signals serving school and commercial/industrial areas.

3. Combinations of the Above Applications. Traffic signals serving both a high-volume, dedicated street opposite a high-volume, private benefit facility may require a hybrid proration of costs. Consult BDE for specific guidance.

4. Emergency Vehicle Preemption Equipment Installation, Modernization, and/or Relocation. The Municipality is 100% financially responsible for emergency vehicle preemption equipment installation, modernization, and/or relocation costs. Cost limitations shown in Item 1 or in Section 5-5.02(g) are not applicable.

5-5.02(f) Utility Adjustments

The Agreement will be based on the following to proportion costs for utility adjustments:

1. State-Initiated Municipal Utility Adjustments. If the proposed improvement is a State-initiated project on a State highway within the Municipal street system, the State will

assume the total cost of adjusting Municipal lights, signs, utilities, etc., except that the Municipality is financially responsible, other than in certain cases of Interstate or Freeway construction, for adjusting its facilities located within the Municipality if they were installed:

- on right-of-way acquired by the Department; or

- within the defined limits of a street, subsequent to the date the Department accepted maintenance responsibility for the street.

If the utilities existed within the defined limits of the street prior to the Department's acceptance of maintenance responsibility for the street, the State will pay for the needed utility adjustments.
The Municipality is financially responsible for adjusting its utility facilities if previously installed on State highway right-of-way outside the Municipal limits and subsequently incorporated within the Municipality.

The Department will proportion the cost of adjusting any existing Municipal utility facility located outside Municipal limits the same as for any other utility facility (i.e., the State is financially responsible for the adjustment if the utility is located on private right-of-way and the Municipality will pay for the adjustment if the utility is located on State highway right-of-way).

If financially responsible for utility adjustments, the Municipality may elect to have the Department include the adjustments in the highway improvement plans. However, this does not relieve the Municipality of its funding obligation. Include in the Agreement with the Municipality the conditions for reimbursing the Department for utility adjustment costs.

For any improvement plans that include Municipal utility adjustments, the district will include a statement in the transmittal memorandum to the Central Office that describes the financial responsibilities of both the State and the Municipality. If the Municipality is obligated to pay for utility adjustments, also include in the memorandum the terms of reimbursement included in the Agreement.

Any utility adjustment included in the State's contract at State expense, as provided above, will be limited to adjustments in kind as practical. If the Municipality desires a betterment or extension of the utility being adjusted, then the Municipality is financially responsible for any increase in adjustment cost.

2. Municipality-Requested Utility Adjustments. The Municipality is 100% financially responsible for the cost of any utility adjustment it requests.

3. Other Utilities. The Municipality will exercise its franchise rights to cause private utilities to be adjusted at no expense to the State. The principles set forth in Section 5-5.02(f) regarding utility adjustments for Municipalities will also apply to other legally constructed governmental facilities encountered along the improvement.

4. Permits and Assessment Fees. See Part 530 of the *Illinois Administrative Code* (contact the Bureau of Operations) for information on permits and assessment fees.

5-5.02(g) Participation Cap

For non-private benefit traffic signal installations and/or modernization (see Section 5-5.02(e), Item 1) and mandated utility adjustments (see Section 5-5.02(f), Item 1, adjustments in-kind not betterments) caused by a State-initiated improvement, include in the Agreement a cap or ceiling equal to 125% of the estimated cost to the Municipality for these two items. The estimator will exercise judgment to ensure that the estimate is properly adjusted to reflect expected inflation between the time the estimate is prepared and the anticipated contract award date.

5-5.02(h) Traffic Lanes Under Municipal Jurisdiction

The State is not necessarily responsible for the maintenance, repair, or reconstruction of all traffic lanes along a State highway. Before preparing an Agreement with a Municipality for a State highway improvement, the district will check IDOT records to determine the width of pavement over which the Department has jurisdiction. The Department is responsible for the jurisdiction of only those portions of streets that it constructed or those portions of local streets which it has subsequently assumed. For through traffic lanes under Municipal jurisdiction, the cost proration is as follows:

- The State will assume the financial responsibility for patching, milling, and resurfacing all traffic lanes along State highways constructed in conjunction with a State-initiated project.

- Repair and/or replacement of curb and gutter or reconstruction of local traffic lanes will continue to be the Municipality's financial responsibility in accordance with existing maintenance agreements.

5-5.02(i) Pedestrian Overpass Structures

The following presents the proration of construction costs and the warrants, liabilities, and maintenance responsibilities for pedestrian facilities:

1. State Highways Without Full Access Control. See Part 540 of the *Illinois Administrative Code* (contact BDE).

2. State Highways with Full Access Control. For criteria on State highways with full access control, contact BDE.

5-5.02(j) Overpass Fencing

Part 510 of the *Illinois Administrative Code* (contact BDE) presents the proration of construction costs and the warrants and maintenance responsibilities for overpass fencing.

5-5.02(k) Transportation Enhancements

Chapter 18 discusses proration of costs for Transportation Enhancement Projects.

5-5.02(l) Engineering

The Municipality will share in the cost of engineering provided by the State in direct proportion to its construction costs. Preliminary and construction engineering will be computed as 5% and 10% respectively of the Municipal share of construction costs.

5-5.02(m) Right-of-Way

If the Municipality is financially responsible for all or a portion of right-of-way costs, its share will include the purchase price thereof and the cost of negotiators, appraisals, title evidence, relocation assistance and payments, property management, and such legal services as necessary to acquire the right-of-way. The acquiring agency, if participating in the cost of the right-of-way, will 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.

5-5.02(n) Municipal Streets

Many State-initiated projects require improvements to intersecting Municipal streets to meet the geometric requirements for the design level of service. Generally, the State is financially responsible for all improvements required to achieve this goal. Any work beyond that deemed necessary by the State will be included in the State's contract only if the Municipality agrees to pay its cost.

5-5.02(o) Bicycle Accommodations

The Agreement will base the division of cost between the State and the Local Agency on the following criteria:

1. On-Road Bicycle Lanes. Proportion the cost 80/20 between the State and Local Agency for the construction of new on-road bicycle lanes as indicated by the facility selection criteria contained in Chapter 17. Proportion the cost 80/20 between the State and Local Agency for right-of-way, utility adjustments, barriers, retaining walls, and other collateral items that are required for bike lane construction necessitated by the IDOT project. The Local Agency is responsible for 100% of the costs for right-of-way, utility adjustments, barriers, retaining walls, and other collateral items that are not required solely for the bike lanes. The State will assume the maintenance of on-road bicycle lanes.

2. Wide Outside Lanes and Widened Shoulders. The State will pay 100% of all costs for wide outside lanes or widened shoulders indicated for bicycle accommodation. The State will also assume the maintenance of these facilities.

3. New and Deteriorated Side Paths. If the side path selection criteria are met and the Local Agency agrees to maintain the paths, proportion the improvement costs associated with new or deteriorated paths as follows:

    a. New Paths. Proportion the cost 80/20 between the State and Local Agency for construction of new paths within the project termini or for short distances outside the project termini as may be required to connect paths to significant bicycle traffic generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for path construction.

    b. Right-of-Way, Utility Adjustments and Other Items. Proportion the cost 80/20 between the State and Local Agency for right-of-way, utility adjustments, barriers, retaining walls, and other collateral items that are required for path construction necessitated by the IDOT project. The Local Agency is responsible for 100% of the costs for right-of-way, utility adjustments, barriers, retaining walls, and other collateral items that are not required solely for the bike paths. When the State acquires right-of-way for the State's and Local Agency's needs, the State will require the Local Agency to pay for the local portion.

    c. Path Removal and Replacement. The State is 100% financially responsible for removing and replacing existing paths if such a need is caused by the construction of an IDOT highway improvement.

    d. Local Agency Does Not Accept Maintenance Responsibilities. If the Local Agency does not agree to maintain the path, the State will not construct it, even if it is warranted. However, the State will take reasonable actions to not preclude future additions of paths at such locations.

e. Paths Above and Beyond Selection Criteria. If facility selection criteria for side paths are not met and the Local Agency still requests side path installation, the Local Agency is 100% financially responsible for all costs for installation of the path above those costs for the improvement identified in the selection criteria, including any necessary right-of-way and construction.

All side path construction can be considered for federal-aid participation. In such cases, cost shares will apply to federal-aid matching amounts.

4. Adjustment of Existing Paths. If an existing path requires adjustment due to an IDOT improvement, the State will pay 100% of the adjustment cost. The Department will construct the replacement in accordance with IDOT path criteria. The Local Agency is 100% financially responsible for path adjustments that are caused or initiated by a work request from the Local Agency.

5-5.02(p) Bicycle and Pedestrian Accommodations on Structures

If bicycle and/or pedestrian accommodations are warranted within the termini of a project, those accommodations should be carried over any structures within the project. Please see Chapter 17 for further guidance. If the project omits structure improvements, then bicycle and pedestrian improvements on those structures may also be omitted.

1. New, or Replacement Structures. The State will pay 100% of all costs for bicycle and pedestrian accommodations on new or replacement structures and approaches. The State will assume the maintenance of on-structure accommodations. The Local Agency will pay 100% of the cost difference of a separate bicycle and pedestrian structure if bicyclists and pedestrians could have been safely accommodated on the roadway structure.

2. Reconstructed or Rehabilitated Structures. The State will pay 100% of all costs for bicycle and pedestrian accommodations on reconstructed or rehabilitated structures and approaches. The Local Agency will pay 100% of the cost difference of a separate bicycle and pedestrian structure if bicyclists and pedestrians could have been safely accommodated on the roadway structure, or request grade separation when at-grade crossings are considered safe.

In determining cost shares, an approach is defined as the length of roadway necessary to transition the structure improvement into the existing highway system.

5-5.02(q) Other Work

Municipalities will bear all additional costs of improvements outside the traffic lanes including utility adjustments, curb or curb and gutter repair, drainage structure adjustments, sidewalks, traffic signal installation or modernization, and entrance reconstruction, except as otherwise noted in Section 5-5.02.

5-5.03 Basis of Payment

5-5.03(a) Municipality Reimbursement

For Agreements where the Municipality is reimbursing the State, the Agreement or Funding Resolution must clearly delineate when and how the Municipality will reimburse the State. The Central Office Bureau of Construction will bill the Municipality directly after the award of the contract in accordance with the terms specified in the Agreement. Several alternative repayment methods are available as follows:

1. Payment Upon Project Completion. Payment is made upon completion of the project provided the Municipality's share does not exceed $10,000.

2. Payment Upon Contract Award. A 95% payment is made upon contract award with any balance paid upon completion.

3. Equal Monthly Payments. Equal monthly payments are made based upon Equation 5-5.3 as follows:

$$\text{Monthly Payment} = \frac{0.95\ (\text{Estimated Municipal Share})}{\text{Contract Duration in Months}} \qquad \text{Equation 5-5.3}$$

   The Municipality will send its final payment upon project completion.

4. Progress Payments. Progress payments are made based upon Equation 5-5.4 as follows:

$$\text{Progress Payment} = \frac{\text{Total Municipal Share}}{\text{Total Construction Cost}} (\text{Actual Progress Payment}) \qquad \text{Equation 5-5.4}$$

5. Dual Payment. A dual payment is based upon a 50% payment upon award with the remaining 50% paid upon completion. This payment alternative is limited to projects with a duration of 60 working days or less.

Example 6 in Section 5-8 illustrates a sample resolution.

5-5.03(b) State Reimbursement

It should be stated in the Agreement specifically when and how the State will reimburse the Municipality. Once the Agreement is fully consummated, BDE will process the necessary Contract Obligation Documents (COD) and forward a copy of the completed document to the

district for use in its processing of invoices. Any one of the five alternatives presented in Section 5-5.03(a) for Municipality reimbursement can be applied similarly to State reimbursement. For an Agreement involving State reimbursement to be eligible for execution, the State's funding must be included in the current annual program or be approved as an exception by BDE and Statewide Program Planning. The Agreement must include specific language giving the State the right to approve the plans and specifications prior to advertisement for bids and to concur in the award of the contract.

5-5.04 Right-of-Way Acquisition

Under Section 605 ILCS 5/4-501 of the *Illinois Compiled Statutes*, the only governmental unit authorized to take title in its own name for a State highway improvement is the Department or any County, regardless of how the cost of the right-of-way is treated.

Accordingly, Agreements covering joint improvements with governmental units other than Counties shall provide that all right-of-way required for the improvement be acquired in the name of the State.

Although under the Statute a County can take title in its own name for land required for a State highway improvement, the Department will take this title in the name of the State for adequate control of the highway and more effective title approval.

5-6 OTHER AGREEMENTS

5-6.01 Jurisdictional Transfers

Improvement of an unmarked, State-maintained highway may involve a transfer of jurisdictional responsibility from the State to a local highway authority (i.e., a Jurisdictional Transfer). A marked route may also be transferred provided the marking is removed first. An Agreement using the Developed Format and executed by the Director of Highways is necessary for a Jurisdictional Transfer. See the Bureau of Local Roads and Streets publication *Jurisdictional Transfer Guidelines* for specific guidance. Example 7 in Section 5-8 illustrates a sample Jurisdictional Transfer Agreement.

5-6.02 Supplemental or Addendum Agreements

Use Supplemental Agreements to add provisions to the original Agreement. Use an Addendum Agreement to change rather than add to the original Agreement's provisions.

5-6.03 County and Township Agreements

County/Township Agreements are most commonly required for improvements on unmarked routes involving a Jurisdictional Transfer or intersection improvement where one party is participating (as defined in Section 5-1.01) toward the second party's project.

The procedures for Agreements with Municipalities generally apply to County/Township Agreements, except as follows:

1. Agreement Format. Section 5-8 illustrates the Developed Format for County/Township Agreements.

2. Maintenance Obligations. Use the following guidelines for maintenance obligations in County/Township Agreements:

    - The procedures presented in Sections 5-3.01, 5-3.02, 5-3.03, 5-3.08, and 5-3.09 are not applicable to County/Township Agreements.

    - For storm sewers and appurtenances, the State will maintain all storm sewers it constructs outside a Municipality except joint-use systems constructed at local request. Proportion the joint-use sewer's maintenance and/or reconstruction costs the same as the sewer's initial construction cost was proportioned.

    - For traffic signals and lighting, the State will maintain and pay the electrical energy for all traffic signals and lighting it deems necessary and constructs outside the corporate limits of a Municipality.

3. Restrictions/Encroachments. The information presented in Sections 5-4.01, 5-4.02, and 5-4.03 are not applicable to County/Township Agreements.

4. Division of Cost. The information in Sections 5-5.02(a), 5-5.02(c), and 5-5.02(h) are not applicable to County/Township Agreements.

5-6.04 Private Benefit Agreements

Private Benefit Agreements generally are needed where large traffic generators (e.g., shopping centers, factories) require special features (e.g., turn lanes, channelization, traffic signals) along a State highway to safely accommodate the increased traffic volume generated by the facility. Dedicated public roads which essentially provide access to developments (e.g., shopping centers, industrial, institutional, office sites) should be considered as private benefit roads in lieu of public roads. See Subchapter f, Part 550 of the *Illinois Administrative Code* and the Bureau of Operations publication TRA-5 for participation requirements.

The requisite Agreement should follow the procedures contained in Sections 5-1.01, 5-1.02, 5-1.03, 5-2.01, 5-2.02, 5-2.03, 5-4.04, 5-5.02(e) (Items 2 and 3), 5-5.02(j), and 5-5.02(k) and incorporate the following special considerations:

1. Letter of Credit. Except under extraordinary conditions approved by the Bureau Chief of BDE, all Private Benefit Agreements will include an irrevocable Letter of Credit. The Letter of Credit protects the State's interest by guaranteeing payment should the Private Benefit Organization (PBO) default.

2. Utility Adjustments. The PBO is financially responsible for all utility adjustments caused by highway improvements constructed for the PBO.

3. Right-of-Way. Any right-of-way required solely for PBO highway improvements will be provided at no expense to and as acceptable to the State. If the State must acquire the right-of-way, then the PBO will reimburse the State for its cost.

5-7 OTHER DOCUMENTS

5-7.01 Letters of Understanding

Improvements that do not involve local participation may at times be covered by Letters of Understanding. A Letter of Understanding may be used to delineate maintenance responsibilities (e.g., parking lanes, curbs and gutter flags, sidewalks, manholes, catch basins, storm sewers, traffic signals, utilities, appurtenances). Many of the provisions of an Agreement should be included in a Letter of Understanding such as ordinances for sewer, parking, and encroachments; provisions for curb ramps and plan approval; etc.

The district will prepare the Letter of Understanding. Include in the Letter of Understanding a brief description of the proposed project and describe the responsibilities of both parties. Also include a description of any needed ordinances from the Local Agency. For convenience, the district staff will provide the Local Agency with sample ordinance forms.

The Letter of Understanding will be prepared by district staff in duplicate counterparts, signed by the district engineer, and transmitted to the Local Agency with the request that one of the counterparts with the district engineer's signature and the local official's signature be returned to the district. As an option, where there is Local Agency reluctance to sign the document as presented, it may be advisable to request the Local Agency to sign the document first, thus avoiding the possibility of the Local Agency altering the fully executed Letter of Understanding in an unacceptable manner. The district staff shall file the counterpart with original signatures in the district and forward a copy to BDE. In addition, the report to BDE on projects available for letting should include a statement regarding the status of the Letters of Understanding. The district will secure copies of the required ordinances and plan approval from the Local Agency prior to advertising for letting and will notify BDE when all ordinances have been received for the improvement. The Project Support Engineer or staff will file the ordinances in the district office.

5-7.02 Informational Letters

Informational Letters may be used on any project not requiring a formal Agreement where no changes in maintenance or other responsibilities from previously executed Agreements or Letters of Understanding will occur. The district will send the Informational Letter to the local official via certified or registered mail to verify receipt. For content, the document should advise the Local Agency of the improvement scope and anticipated letting and completion dates, and indicate that the covenants contained in previous Agreements or Letters of Understanding relating to jurisdiction, maintenance, electrical energy, enactment of ordinances, etc., will remain unchanged.

It will not be necessary to forward a copy of the document to BDE; however, the district should modify the Certification Acceptance sheet to designate that an Informational Letter rather than a Letter of Understanding will be used.

5-8 EXAMPLES

The following Examples present samples and guidelines for use when processing Local Agency Agreements.

Example 1 – Developed Agreement for Local Agencies

Example 2 – Parking Ordinance

Example 3 – Storm Sewer Ordinance

Example 4 – Encroachment Ordinance

Example 5 – Off-Street Replacement Parking Guidelines

Example 6 – Funding Resolution

Example 7 – MFT Funding Resolution for Improvement by County (BLR 4101)

Example 8 – MFT Funding Resolution for Improvement by Municipality (BLR 4103)

Example 9 – Agreement for Jurisdictional Transfers

EXAMPLE 1 — Developed Agreement for Local Agencies

_____Route _____
Section _____
(VILLAGE, CITY, COUNTY, TOWNSHIP) Section _____
County _____
Job No. _____
Agreement No. _____
Contract No. _____

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 _____ of _____, of the State of Illinois, hereinafter called the (VILLAGE, CITY, COUNTY, or TOWNSHIP).

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately ____ foot (____lineal meters) of _____ Street, (FA/SBI Route _____ US/Illinois/CH Route _____, State Section _____, (VILLAGE, CITY,COUNTY, TOWNSHIP) Section_____ by (widening, milling, resurfacing. reconstructing) US/Illinois/CH Route _____ from _____ Street to _____Street, providing _____ foot (_____meter) through traffic lanes in each direction, a _____ foot (____meter) median with _____ foot (____meter) and variable width left turn lanes at _____ and _____ Streets, (milling, resurfacing, constructing) _____ foot (____ meter) wide parking lanes on _____ side(s) of _____ Street between _____ Street and _____ Street, (modernizing, installing) traffic signals at the _____ Route _____ intersections with _____ and _____ Streets, installing a highway lighting system between _____ and _____ Streets, constructing new 5 foot (1.52 meter) PCC sidewalks from _____ Street to _____ Street, 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 (VILLAGE, CITY, COUNTY, TOWNSHIP) is desirous of said improvement in that same will be of immediate benefit to the (VILLAGE, CITY, COUNTY, TOWNSHIP) 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, including the cost of railroad adjustments, subject to reimbursement by the (VILLAGE, CITY, COUNTY, TOWNSHIP) as hereinafter stipulated. The STATE will negotiate and/or coordinate with the 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:

Type of Work	**State**		**Village, City, County, Township**		**Total**
	Cost	**%**	**Cost**	**%**	
All construction costs excluding the following:	$	100	NA	NA	$
Mill and resurface parking lanes	$	50	$	50	$
Patch parking lanes	NA	NA	$	100	$
Traffic signals at _____ Street	$	90	$	10	$
Sidewalks	$	80	$	50	$
New highway lighting	NA	NA	$	100	$
Relocate water main at _____ Street	NA	NA	$	100	$
Sub Total	$		$		$
P&C Engineering 15%	$		$		$
Right of way	$	100	NA	NA	S
Total	$		$		$

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 and watermain relocation shown above shall not exceed $_____ which represents 125% of their estimated construction and engineering cost.

(If the local agency is to acquire right of way, at its own cost and expense or at the cost and expense of the state, in whole or in part, use the following paragraphs and make appropriate changes in paragraphs 1, 2, and 3).

4. The (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to obtain and pay for the cost of acquiring the necessary right of way in accordance with the following requirements:

A. Right of way shall be acquired in the name of the STATE on 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, 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. 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. Appraisals (use Item (1) or (2) as appropriate):

(1) Appraisals shall be reviewed and a negotiating figure approved by the STATE in advance of negotiations for the purchase of said right of way.

(2) The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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.

(If the local agency is to acquire right of way off the State highway system and there are Federal funds being used for any portion of the project, not just land acquisition, use the following paragraph. Please note, on those occasions when more than one land acquisition condition exists, all appropriate provisions that apply must be included.)

4a. The _____agrees to acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all 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 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 STATE 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.

5. The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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____" and made a part hereof.

(For Local's use of non-MFT funds for reimbursement, include one of the following.)

The (VILLAGE, CITY, COUNTY, TOWNSHIP) further agrees

a. ***(Payment upon Completion)*** that upon completion of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum for any funds allotted to the _____ an amount equal to 100% of its obligation incurred under this AGREEMENT.

b. ***(95% Payment upon Award)*** that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the _____, 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.

c. ***(Monthly Payments)*** that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____, the amount of $_____ each month for a period of approximately _____ months or until 95% of the estimated obligation under the provisions of the AGREEMENT has been paid, and will pay to the said DEPARTMENT the remainder of its obligation (including

any non-participating costs on FA projects) in a lump sum upon completion of the project based upon final costs.

d. ***(Progress Payments)*** that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____ an amount equal to the _____ share, $_____, divided by the estimated construction costs, $_____, multiplied by the actual progress payment (appropriately adjusted for non-participating costs on FA projects) made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid.

e. ***(Dual Payment)*** that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____, an amount equal to 50% 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.

(Include in all Local reimbursement Agreements where non-MFT funds are used and traffic signals are not a sole reimbursable items):

The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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____” proves to be insufficient, to cover said cost.

6. The (VILLAGE, 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 (parallel to the curbs) (prohibited) within the limits of this improvement, a copy of which is attached hereto as “Exhibit_____ ”, 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 (VILLAGE, 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_____ ".

8. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the (VILLAGE, CITY) and the STATE.

The (VILLAGE, 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_____".

(If the Local Agency is to perform any part of the work and/or engineering involved in the improvement, and the STATE is paying for or allowing credit for the work and/or engineering both of the following paragraphs (10 and 11) should be included):

9. The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall maintain, for a minimum of (3,5) 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 (VILLAGE, CITY, COUNTY, TOWNSHIP) 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 (VILLAGE, CITY, COUNTY, TOWNSHIP) 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.)

11. The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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 _____ Route _____ without the consent of the STATE.

12. The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

13. The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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.

(If the State contract includes the relocation or adjustment of a municipally owned utility, include the following paragraph):

14. All (VILLAGE, CITY) owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 III. Adm. Code 530).

15. The (VILLAGE/CITY) agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.

16. Upon final field inspection of the improvement and so long as (Street Name) ____is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the _____ through traffic lanes lying _____ on either side of the (median), (centerline) and the left-turn and right-turn lanes, each lane being _____ feet (_____meters) 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.

17. Upon final field inspection of the improvement, the (VILLAGE, CITY, COUNTY, TOWNSHIP) 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, (VILLAGE, CITY, COUNTY, TOWNSHIP) owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by:

NOTE: INSERT A OR B AS APPROPRIATE.

(A) Applicable when storm sewer system constructed for State highway drainage only:

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, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforedescribed responsibilities shall be that of the STATE.

(B) Applicable when storm sewer system constructed as a joint LA and State use facility:

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. The STATE shall share cost of the maintenance, except as aforedescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.

The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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 US/Illinois/CH Route _____. 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 (VILLAGE, CITY, COUNTY, TOWNSHIP) unless there is an agreement specifying different responsibilities.

FOR TRAFFIC SIGNALS - USE 18a, 18b, 18c WHERE APPROPRIATE.

(Verbiage For Installation And/Or Modernization Projects Where No Master Agreement Exists.)

18a. 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:

Intersection	**Maintenance**	**Electrical Energy**
_____Route _____		
@ _____ Street		
STATE Share	( )%	( )%
CITY or VILLAGE Share	( )%	( )%

(Share percentages are determined from Appendix C.)

It is mutually agreed that the actual traffic signal maintenance will be performed by the (STATE, CITY or VILLAGE), either with its own forces or through an ongoing contractual agreement. It is further mutually agreed that the traffic signals shall be maintained to the standard described in the 2000 Edition of the Illinois Manual of Uniform Traffic Control Devices, Part 4, Section 4D.02 a copy of which is attached hereto as "Exhibit_____" and made a part hereof.

(The following paragraph is needed only when a City or Village maintains the signals.)

It is also understood that if, in the judgment of the STATE, the (CITY or VILLAGE) 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 (VILLAGE or CITY) for its share of the costs.

The (STATE, VILLAGE or CITY) agrees to bill the (STATE, VILLAGE, or CITY) 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 expenditure 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 (VILLAGE or CITY) to determine that costs billed are fully documented.

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, CITY or VILLAGE) 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.

(Verbiage for Modernization Project Where Master Agreement Exists.)

18b. 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/VILLAGE) on _____ 20 _____.

(Verbiage for Installation Project Where Master Agreement Exists.)

18c. Upon acceptance by the STATE of the new traffic signal installation(s), the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

Intersection	**Maintenance**	**Electrical Energy**
_____Route _____		
@ _____ Street		
STATE Share	( )%	( )%
CITY or VILLAGE Share	( )%	( )%

(Share percentages are determined from Part 544 of Title 92, Illinois Administrative Code.)

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

It is further agreed that the traffic signal shall be maintained to at least the Levels of Maintenance shown in the Illinois Manual of Uniform Traffic Control Devices, Part 4, Section 4D.02, a copy of which is attached hereto as "Exhibit_____" and made a part hereof.

Upon acceptance by the STATE of the new traffic signal installation(s) 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/VILLAGE) on _____ 20 _____.

(The following paragraph should be included when an agreement involves both new signal installations, as above, and the modernization or modifications of existing signals.)

19. 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.

20. 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, CITY or VILLAGE) agrees to pay their proportionate share of this cost as billed by the local power company.

(If the Local Agency Is To Provide Engineering, Materials, And/Or Let The Contract On A Federal-aid Project, Then The Following Covenant Must Be Included.)

21. The (VILLAGE, CITY, COUNTY, TOWNSHIP), subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the (VILLAGE, CITY, COUNTY, TOWNSHIP) to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the STATE deems appropriate.

22. The (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to provide written approval of that portion of the plans and specifications relative to the (VILLAGE, CITY, COUNTY, TOWNSHIP) financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

23. Obligations of the STATE and (VILLAGE, CITY, COUNTY, 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.

24. 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.

NOTE: THIS SIGNATURE IS TO BE UTILIZED IF THE LOCAL AGENCY REIMBURSES THE STATE $50,000 OR LESS.

_____ of _____

Attest:

By: _____

_____
Clerk

TITLE: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
District Engineer

Date: _____

NOTE: THIS SIGNATURE IS TO BE UTILIZED IF THE LOCAL AGENCY REIMBURSES THE STATE MORE THAN $50,000 OR THE STATE REIMBURSES THE LOCAL AGENCY IS LESS THAN $250,000.

_____ of _____

Attest:

By: _____

_____
Clerk

TITLE: _____

(SEAL)

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Director of Highways

Date: _____

NOTE: THIS SIGNATURE FORMAT IS TO BE UTILIZED IF THE STATE REIMBURSES THE LOCAL AGENCY IS MORE THAN $250,000.

_____ of _____

Attest:

By: _____

_____
Clerk

TITLE: _____

(SEAL)

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: _____

EXAMPLE 2 — Parking Ordinance

Route _____

State Section _____

"Exhibit _____"

AN ORDINANCE IN RELATION TO

MOTOR VEHICLE PARKING

BE IT ORDAINED BY THE _____ OF _____ OF THE COUNTY OF _____ ILLINOIS THAT:

Section 1: It shall be unlawful for any person, firm or corporation to park any motor vehicle within the area of _____ Street from _____ to _____.

Section 2: Any person, firm or corporation violating the provisions of this Ordinance shall be fined not less than $ _____ nor more than $ _____ for each offense.

Section 3: This ordinance shall take effect and be in full force _____ days after its passage, approval and legal publication as required by law, and the _____ Clerk is hereby directed to cause this Ordinance to be published immediately after its due passage and approval.

Passed this _____ day of _____, 20___

_____

(Title)

Attest

_____

_____ Clerk

PASSED: _____

SIGNED: _____

PUBLISHED: _____

EXAMPLE 3 — Storm Sewer Ordinance

"Exhibit _____"

AN ORDINANCE PROHIBITING THE DISCHARGE
OF SANITARY SEWAGE AND INDUSTRIAL WASTE WATER
INTO THE STORM SEWERS OR DRAINAGE FACILITY CONSTRUCTED IN CONJUNCTION
WITH THE IMPROVEMENT OF _____ ROUTE _____
IN THE _____ OF_____, _____ COUNTY, ILLINOIS

WHEREAS, the State of Illinois, through its Department of Transportation and the_____ of _____a municipal corporation, have entered into an AGREEMENT for the improvement of _____ known as State Section _____ and

WHEREAS, this improvement includes the construction of storm sewers and/or appurtenances for highway drainage;

NOW, THEREFORE, BE IT ORDAINED BY THE _____ OF _____, ILLINOIS:

Section 1: It shall be unlawful for any person, firm or corporation to connect or cause to be connected any drain carrying or to carry any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances into any storm sewers constructed as part of this improvement.

Section 2: Any person, firm or corporation violating this ordinance shall be fined not less than $_____ nor more than $_____ for each offense and separate offense shall deem to be committed each and every day during which a violation continues or exists.

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

BE IT FURTHER ORDAINED, that the _____ of _____ does hereby authorize and empower the _____ to execute this Ordinance on behalf of the _____ of _____, and

BE IT FURTHER ORDAINED, that the _____ Clerk is hereby directed to transmit three (3) certified copies of this Ordinance to the Illinois Department of Transportation through the District Engineer's office in _____, Illinois.

ATTEST

_____

PASSED: _____
SIGNED: _____
PUBLISHED: _____

STATE OF ILLINOIS)
)
COUNTY OF_____)

I, _____, _____ Clerk in and for the _____ of _____, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the _____ at a meeting on _____, 20__.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____ AD, 20_____.

_____

_____ Clerk

EXAMPLE 4 — Encroachment Ordinance

"Exhibit _____"

AN ORDINANCE REGULATING ENCROACHMENT
ON PUBLIC RIGHT OF WAY IN THE _____ OF _____
_____ COUNTY, ILLINOIS

WHEREAS, the _____of _____ hereinafter known as _____, and the State of Illinois, acting by and through its Department of Transportation, have entered into an agreement relative to the improvement of _____ Street (_____Route _____, State Section _____, _____ Section_____) From _____ to _____; and

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

1. Roadway Right of way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by temporary easement during the time the easement is in effect:

2. Project Right of way is defined as those areas within the project right-of-way lines established jointly by the _____ and the STATE which will be free of encroachments except as hereinafter defined;

3. Encroachment is defined as any building, fence, sign (excluding certain signs located over sidewalks) or any other public structure or object of any kind (with the exception of utilities and public road signs) which is placed, located, 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;

4. Permissible encroachment is defined as any existing awning, marquee or sign advertising activity on the property or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is sidewalk extending to the building line and which does not impair the free and safe flow of pedestrian traffic or

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.

5. Construction easement Area is defined as the area lying between the project right of way limits and the platted street limits within which the _____, by concurrence with the establishment of the project right of way lines, will permit the STATE to enter to perform all necessary construction activities; and

WHEREAS, representatives of the _____ 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 _____ of _____, County, Illinois:

Section 1: It shall be unlawful for any person, firm or corporation to erect, cause to be erected, to retain or cause to be retained any ENCROACHMENT (herein above defined), except as provided in Section 3, within the project right-of-way or roadway right of way where no project right-of-way lines have been established.

Section 2: Project right-of-way lines have been established at the following locations
Along the _____ side of _____ Street _____ feet (_____meter) _____the centerline of the proposed improvement from _____ to _____.

(No project right-of-way lines have been established.)

Section 3: Revocable permits have been issued by the _____ for the temporary retention of the following PERMISSIBLE ENCROACHMENT (hereinabove defined):

(No temporary permits have been issued.)

Section 4: 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 ordinance unless in direct conflict therewith.

Section 5: Any person, firm or corporation violating the provisions of this Ordinance shall be fined not less than $ _____ nor more than $ _____ for each offense, a separate offense shall be deemed committed for each and every day during which the violation continues or exists.

Section 6: This ordinance shall be published _____ time(s) within _____ days after its passage in the newspaper having a general circulation in the _____ of _____, Illinois, and shall be in full force and effect after its passage, publication and approval as provided by law.

Passed and approved this _____day of _____, 20___.

_____

(Title)

ATTEST

_____

_____Clerk

EXAMPLE 5 — Off-Street Replacement Parking Guidelines

Illinois Department of Transportation

Memorandum

To: All District Engineers

From: Ralph C. Wehner

Subject: Replacement Parking Guidelines

Date: September 10, 1991

The following set of guidelines were developed to allow the Department to participate in the construction of replacement urban parking facilities as part of an improvement which requires removal of on-street parking.

I. PURPOSE

To enable the District Engineer, at his discretion, to cooperate with a municipality to replace existing legal on-State system parking in useable segments with off-site parking spaces for the benefit of State highway capacity and safety.

II. ASSUMPTIONS

These guidelines assume that existing on-street parking cannot be accommodated by widening the existing parking lanes or by constructing new replacement parking adjacent to through traffic lanes. These conditions are covered in Section 1-400 of the Design Manual and require municipal financial participation. This incentive/disincentive should work to discourage on-street parking thus reducing the hazard and capacity problems associated with on street parking.

III. IMPLEMENTATION

Early involvement coordination with the affected municipality shall be accomplished in order to determine any significant social, economic, and environmental effects from both parking removal and replacement. Discussion of existing parking patterns should be made to determine replacement requirements based on actual needs rather than the existing number of available spaces. This information should be included in the appropriate location and environmental studies and reports together with estimated costs for parking replacement. Replacement off-street parking may be let as part of the roadway improvement or as a separate municipal contract.

IV. PARTICIPATION

The State will provide 100% of all engineering, right of way (except where replacement parking is constructed on municipally-owned property), and construction costs required to construct alternate (off-State system) parking on a maximum ratio of 1 to 1. Alternate parking can consist of improving adjacent local streets to provide parallel parking, the construction of off-street parking facilities, or combinations thereof. Construction costs shall include those items the State deems reasonable to provide parking facilities having a safe and convenient environment as is practical, including a paved surface, drainage, lighting, pedestrian walkways, and fencing. The construction and installation of guard and toll collection facilities, metering devices, and parking capacity beyond the maximum replacement ratio shall be totally the local agency's responsibility.

V. MAINTENANCE

The municipality shall enter into an Agreement with the State accepting complete jurisdiction of the parking facility(ies) including but not limited to its maintenance, operation, repair, reconstruction, and provision of electrical energy for lighting systems and striping. The municipality shall hold the State harmless from any suits arising from construction, operation, and maintenance of these parking facilities.

VI. RIGHT OF WAY

The municipality shall acquire or have acquired all rights of way and easements in its own name and shall provide the State with certification that it holds good and sufficient title to such property(ies).

Prior to the municipality acquiring the right of way:

A. The State shall, at its own expense, conduct a survey for potential hazardous wastes and shall notify the municipality of its acceptance or rejection of said site.

B. The municipality shall follow the procedures contained in the State's Land Acquisition Manual and provide the State with an estimate of right-of-way costs, including its purchase price plus fees associated with negotiators, appraisals, title evidence, and legal services for each potential parcel. The State shall be given an opportunity to accept or reject the parcel(s).

C. If the municipality owns the site selected for replacement parking, it shall provide same at no expense to the State. Clearing of municipally-owned property included in the State's construction contract shall be considered as part of the replacement parking construction cost and thus shall be at the expense of the State.

VII. ENFORCEMENT

The municipality shall agree to enact and enforce ordinances prohibiting parking at all locations where on-street parking is removed.

The municipality shall, unless approved by the State in writing, retain in public trust for a period of 20 years, all parking facilities constructed at State expense. The State shall not unreasonably withhold such approval, but will require prorata compensation for its initial expense in constructing the parking facilities as a condition of its approval.

Ralph C. Wehner

RDM/jmb/2109M

cc: Allan Abbott
M. J. Macchio

EXAMPLE 6 — Funding Resolution

"Exhibit _____"
FUNDING RESOLUTION

WHEREAS, the _____ of _____ has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of _____, known as State Section; _____ and

WHEREAS in compliance with the aforementioned AGREEMENT, it is necessary for the _____ to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of _____ dollars ($_____) or so much thereof as may be necessary, from any money now or hereinafter allotted to the _____ to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon completion of the contract for this improvement, the _____ will pay the DEPARTMENT OF TRANSPORTATION, in lump sum from any funds allotted to the _____ an amount equal to 100% of its obligation incurred under this AGREEMENT.

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the_____, an amount equal to 95% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the_____, the amount of $_____ each month for a period of approximately _____ months or until 95% of its estimated obligation under the provisions of this AGREEMENT has been paid, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED, that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____,

an amount equal to the _____share $_____ divided by the estimated construction costs, $_____, multiplied by the actual progress payment made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid.

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the_____, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED, that the _____ agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)
COUNTY OF _____)

I,_____, _____ Clerk in and for the _____ of _____, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the _____ at a meeting on _____, 20_____.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____ AD, 20_____.

_____

(SEAL) _____ **Clerk**

EXAMPLE 7 — MFT Funding Resolution for Improvement by County (BLR 4101)

This is an attachment to the Agreement which may be accessed through the “FORMS” button in Word on the LAN under Bureau of Local Roads/Resolutions.

EXAMPLE 8 — MFT Funding Resolution For Improvement by Municipality (BLR 4103).

This is an attachment to the Agreement which may be accessed through the “FORMS” button in Word on the LAN under Bureau of Local Roads/Resolutions.

EXAMPLE 9 — Agreement for Jurisdictional Transfer

_____Route _____

Section _____

(VILLAGE, CITY, COUNTY, TOWNSHIP) Section _____

County _____

Job No. _____

Agreement No. _____

Contract No. _____

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 _____ of _____, of the State of Illinois, hereinafter called the (VILLAGE, CITY, COUNTY, or TOWNSHIP).

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately ____ foot (____lineal meters) of _____ Street, (FA/SBI Route _____ US/Illinois/CH Route _____, State Section _____, (VILLAGE, CITY,COUNTY, TOWNSHIP) Section_____ by (widening, milling, resurfacing. reconstructing) US/Illinois/CH Route _____ from _____ Street to _____Street, providing _____ foot (_____meter) through traffic lanes in each direction, a _____ foot (____meter) median with _____ foot (____meter) and variable width left turn lanes at _____ and _____ Streets, (milling, resurfacing, constructing) _____ foot (____ meter) wide parking lanes on _____ side(s) of _____ Street between _____ Street and _____ Street, (modernizing, installing) traffic signals at the _____ Route _____ intersections with _____ and _____ Streets, installing a highway lighting system between _____ and _____ Streets, constructing new 5 foot (1.52 meter) PCC sidewalks from _____ Street to _____ Street, 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 (VILLAGE, CITY, COUNTY, TOWNSHIP) is desirous of said improvement in that same will be of immediate benefit to the (VILLAGE, CITY, COUNTY, TOWNSHIP) 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, including the cost of railroad adjustments, subject to reimbursement by the (VILLAGE, CITY, COUNTY, TOWNSHIP) as hereinafter stipulated. The STATE will negotiate and/or coordinate with the 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:

Type of Work	**State**		**Village, City, County, Township**		**Total**
	Cost	**%**	**Cost**	**%**	
All construction costs excluding the following:	$	100	NA	NA	$
Mill and resurface parking lanes	$	50	$	50	$
Patch parking lanes	NA	NA	$	100	$
Traffic signals at _____ Street	$	90	$	10	$
Sidewalks	$	80	$	50	$
New highway lighting	NA	NA	$	100	$
Relocate water main at _____ Street	NA	NA	$	100	$
Sub Total	$		$		$
P&C Engineering 15%	$		$		$
Right of way	$	100	NA	NA	$
Total	$		$		$

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 and watermain relocation shown above shall not exceed $_____ which represents 125% of their estimated construction and engineering cost.

(If the agreement addresses a jurisdictional transfer, insert the following paragraph.)

4. The (VILLAGE, CITY, COUNTY, TOWNSHIP) and the State have agreed to the jurisdictional transfer of the portion of highway described in the Local Agency – State Jurisdictional Transfer document (BLR 1600), attached hereto as "Exhibit_____" and made a part hereof.

(If the local agency is to acquire right of way, at its own cost and expense or at the cost and expense of the state, in whole or in part, use the following paragraphs and make appropriate changes in paragraphs 1, 2, and 3.)

5. The (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to obtain and pay for the cost of acquiring the necessary right of way in accordance with the following requirements:

A. Right of way shall be acquired in the name of the STATE on 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, 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. 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. Appraisals (use Item (1) or (2) as appropriate):

(1) Appraisals shall be reviewed and a negotiating figure approved by the STATE in advance of negotiations for the purchase of said right of way.

(2) The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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.

(If the local agency is to acquire right of way off the State highway system and there are Federal funds being used for any portion of the project, not just land acquisition, use the following paragraph. Please note, on those occasions when more than one land acquisition condition exists, all appropriate provisions that apply must be included.)

5a. The _____agrees to acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all 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 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 STATE 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 (VILLAGE, CITY, COUNTY, TOWNSHIP) 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____" and made a part hereof.

(For Local's use of non-MFT funds for reimbursement, include one of the following.)

The (VILLAGE, CITY, COUNTY, TOWNSHIP) further agrees

a. ***(Payment upon Completion)*** that upon completion of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum for any funds allotted to the _____ an amount equal to 100% of its obligation incurred under this AGREEMENT.

b. ***(95% Payment upon Award)*** that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the _____, 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.

c. ***(Monthly Payments)*** that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____, the amount of $_____ each month for a period of approximately _____ months or until 95% of the estimated obligation under the provisions of the AGREEMENT has been paid, and will pay to the said DEPARTMENT the remainder of its obligation (including any non-participating costs on FA projects) in a lump sum upon completion of the project based upon final costs.

d. ***(Progress Payments)*** that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____ an amount equal to the _____ share, $_____, divided by the estimated construction costs, $_____, multiplied by the actual progress payment (appropriately adjusted for non-participating costs on FA projects) made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid.

e. ***(Dual Payment)*** that upon award of the contract for this improvement, the _____ will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the _____, an amount equal to 50% 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.

(Include in all Local reimbursement Agreements where non-MFT funds are used and traffic signals are not a sole reimbursable items):

The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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____” proves to be insufficient, to cover said cost.

7. The (VILLAGE, 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 (parallel to the curbs) (prohibited) within

the limits of this improvement, a copy of which is attached hereto as “Exhibit_____ ”, 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.

8. The (VILLAGE, 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_____ ”.

9. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the (VILLAGE, CITY) and the STATE.

The (VILLAGE, 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_____”.

(If the Local Agency is to perform any part of the work and/or engineering involved in the improvement, and the STATE is paying for or allowing credit for the work and/or engineering both of the following paragraphs (10 and 11) should be included):

10. The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall maintain, for a minimum of (3,5) 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 (VILLAGE, CITY, COUNTY, TOWNSHIP) 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.

11. The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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.)

12. The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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 _____ Route _____ without the consent of the STATE.

13. The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

14. The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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.

(If the State contract includes the relocation or adjustment of a municipally owned utility, include the following paragraph):

15. All (VILLAGE, CITY) owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 III. Adm. Code 530).

16. The (VILLAGE/CITY) agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.

17. Upon final field inspection of the improvement and so long as (Street Name) ____is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the _____ through traffic lanes lying _____ on either side of the (median), (centerline) and the left-

turn and right-turn lanes, each lane being _____ feet (_____meters) 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.

18. Upon final field inspection of the improvement, the (VILLAGE, CITY, COUNTY, TOWNSHIP) 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, (VILLAGE, CITY, COUNTY, TOWNSHIP) owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by:

NOTE: INSERT A OR B AS APPROPRIATE.

(A) Applicable when storm sewer system constructed for State highway drainage only:

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, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforedescribed responsibilities shall be that of the STATE.

(B) Applicable when storm sewer system constructed as a joint LA and State use facility:

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. The STATE shall share cost of the maintenance, except as aforedescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.

The (VILLAGE, CITY, COUNTY, TOWNSHIP) 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 US/Illinois/CH Route _____. 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 (VILLAGE, CITY, COUNTY, TOWNSHIP) unless there is an agreement specifying different responsibilities.

FOR TRAFFIC SIGNALS – USE 19A, 19B, 19C WHERE APPROPRIATE.

(Verbiage For Installation And/Or Modernization Projects Where No Master Agreement Exists.)

19a. 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:

Intersection	Maintenance	Electrical Energy
_____Route _____		
@ _____ Street		
STATE Share	( )%	( )%
CITY or VILLAGE Share	( )%	( )%

(Share percentages are determined from Appendix C.)

It is mutually agreed that the actual traffic signal maintenance will be performed by the (STATE, CITY or VILLAGE), either with its own forces or through an ongoing contractual agreement. It is further mutually agreed that the traffic signals shall be maintained to the standard described in the 2000 Edition of the Illinois Manual of Uniform Traffic Control Devices, Part 4, Section 4D.02 a copy of which is attached hereto as "Exhibit_____" and made a part hereof.

(The following paragraph is needed only when a City or Village maintains the signals.)

It is also understood that if, in the judgment of the STATE, the (CITY or VILLAGE) 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 (VILLAGE or CITY) for its share of the costs.

The (STATE, VILLAGE or CITY) agrees to bill the (STATE, VILLAGE, or CITY) 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 expenditure 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 (VILLAGE or CITY) to determine that costs billed are fully documented.

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, CITY or VILLAGE) 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.

(Verbiage for Modernization Project Where Master Agreement Exists.)

19b. 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/VILLAGE) on _____ 20 _____.

(Verbiage for Installation Project Where Master Agreement Exists.)

19c. Upon acceptance by the STATE of the new traffic signal installation(s), the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

Intersection	Maintenance	Electrical Energy
_____Route _____		
@ _____Street		
STATE Share	( )%	( )%
CITY or VILLAGE Share	( )%	( )%

(Share percentages are determined from Appendix C.)

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

It is further agreed that the traffic signal shall be maintained to at least the Levels of Maintenance shown in the Illinois Manual of Uniform Traffic Control Devices, Part 4, Section 4D.02, a copy of which is attached hereto as "Exhibit_____" and made a part hereof.

Upon acceptance by the STATE of the new traffic signal installation(s) 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/VILLAGE) on _____ 20 _____.

(The following paragraph should be included when an agreement involves both new signal installations, as above, and the modernization or modifications of existing signals.)

20. 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.

21. 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, CITY or VILLAGE) agrees to pay their proportionate share of this cost as billed by the local power company.

(If the Local Agency Is To Provide Engineering, Materials, And/Or Let The Contract On A Federal-aid Project, Then The Following Covenant Must Be Included.)

22. The (VILLAGE, CITY, COUNTY, TOWNSHIP), subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The (VILLAGE, CITY, COUNTY, TOWNSHIP) shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the (VILLAGE, CITY, COUNTY, TOWNSHIP) to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the STATE deems appropriate.

23. The (VILLAGE, CITY, COUNTY, TOWNSHIP) and the State have agreed to a jurisdictional transfer for a portion of Highway described in this Agreement. A copy of the jurisdictional transfer document is attached hereto as “Exhibit _____”, and made a part hereof.

24. The (VILLAGE, CITY, COUNTY, TOWNSHIP) agrees to provide written approval of that portion of the plans and specifications relative to the (VILLAGE, CITY, COUNTY, TOWNSHIP) financial and maintenance obligations described herein, prior to the STATE’s advertising for the aforedescribed proposed improvement.

25. Obligations of the STATE and (VILLAGE, CITY, COUNTY, 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.

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.

NOTE: THIS SIGNATURE IS TO BE UTILIZED IF THE LOCAL AGENCY REIMBURSES THE STATE MORE THAN $50,000 OR THE STATE REIMBURSES THE LOCAL AGENCY IS LESS THAN $250,000 OR JURISDICTIONAL TRANSFER.

_____ of _____

Attest:

By: _____

_____

Clerk TITLE: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Director of Highways

Date: _____

NOTE: THIS SIGNATURE FORMAT IS TO BE UTILIZED IF THE STATE REIMBURSES THE LOCAL AGENCY IS MORE THAN $250,000 AND JURISDICTIONAL TRANSFER.

_____ of _____

Attest:

By: _____

_____

Clerk TITLE: _____

(SEAL) Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____ By: _____

Secretary Director - Finance & Administration

Date: _____ Date: _____

By: _____ By: _____

Director – Division of Highways Chief Counsel

Date: _____ Date: _____

Chapter Seventeen

BICYCLE AND PEDESTRIAN ACCOMMODATIONS

BUREAU OF DESIGN AND ENVIRONMENT MANUAL

Chapter Seventeen
BICYCLE AND PEDESTRIAN ACCOMMODATIONS

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CHAPTER SEVENTEEN

BICYCLE AND PEDESTRIAN ACCOMMODATIONS

When planning transportation improvements, the Department considers the travel needs of all users of a transportation corridor including bicyclists and pedestrians. Bicycle and pedestrian travel demand in the vicinity of a project is determined early in the project planning phase. When sufficient demand is indicated, the Department will provide the appropriate accommodations.

The correct application of the criteria and guidelines presented in Chapter 17 will result in consistent designs and subtle roadway design changes that will facilitate bicycle and pedestrian travel. Such changes will provide improved transportation opportunities for both bicyclists and pedestrians.

17-1 BICYCLE ACCOMMODATIONS: POLICIES AND PROCEDURES

17-1.01 Definitions

The following terms and definitions apply to Chapter 17:

1. Bikeway. A generic term for any road, street, path, or way which in some manner is specifically designated for bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or shared with other transportation modes.

2. Shared Roadway. Any roadway upon which a separate bicycle lane is not designated and which may be legally used by bicyclists regardless of whether such facility is specifically designated as a bikeway.

3. Bike Lane. The portion of a roadway surface that is designated by pavement markings and signing for the exclusive use of bicyclists.

4. Bicycle Path/Shared-Use Trail/Side Path. A facility physically separated from the roadway and intended for bicycle or other non-motorized transportation (e.g., pedestrians, disabled persons in wheelchairs, in-line skaters). The terms path and trail generally are describing the same facility.

5. Bicycle Facilities. A broad term which includes bikeways, shared roadways, shoulders (which may be used by bicyclists), traffic control devices, shelters, and parking facilities for bicycles.

6. Urban Area. Urban areas are those places identified by the U.S. Bureau of Census as having a population of 50,000 or more.

17-1.02 Policies

The Illinois Highway Code (605 ILCS 5/4-220 new) states that:

1. Bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities, including the incorporation of such ways into State plans and programs.
2. In or within one mile of an urban area, bicycle and pedestrian ways shall be established in conjunction with the construction, reconstruction, or other change of any State transportation facility except:
   a. in pavement resurfacing projects that do not widen the existing traveled way or do not provide stabilized shoulders; or
   b. where approved by the Secretary of Transportation based upon documented safety issues, excessive cost or absence of need.
3. Bicycle and pedestrian ways may be included in pavement resurfacing projects when local support is evident or bicycling and walking accommodations can be added within the overall scope of the original roadwork.
4. The Department shall establish design and construction standards for bicycle and pedestrian ways.

An assessment of non-motorized transportation need and the respective appropriate accommodation is central to the fulfillment of this policy. The location of a project in either urban areas covered in the Highway Code above or non-urban areas is in and of itself insufficient to automatically include or exclude it from consideration. It is still necessary to:

1. Review each project individually to determine whether it is exempt from consideration as discussed in Section 17-1.02(a).
2. If not exempt, evaluate documented safety issues and warrants specific to the project.
3. If safety issues exist, fully document them in the Phase I Project Report.
4. If warrants do not exist, fully document the absence in the Phase I Project Report. If warrants do exist, assess the appropriate type of accommodation needed to meet user safety and determine the respective costs.
5. The Secretary must specifically approve accommodation exceptions in or within one mile of urban areas covered in the law on the basis of documented safety issues, excessive cost or absence of need. The Secretary's approval of exceptions is not required in other areas of the State. As safety issues and costs will vary greatly depending on the characteristics of the project, there will not be simple and absolute guidelines. However, needs will be based on whether warrants have been met as defined in Section 17-1.02(b).

17-1.02(a) Exceptions to Consideration of Accommodations

Certain projects, depending on project type or location, can be immediately excluded from consideration of bicycle and pedestrian accommodations. As such, these exceptions require no warrant analyses or needs assessments:

- projects along fully access controlled highway facilities on which bicycle and pedestrian access is prohibited (Illinois law allows the Department to restrict access by signing). Note: Consideration for bicycle and pedestrian accommodation crossing a fully access controlled highway will be granted an exception from consideration only if the traversing road is also a fully access controlled highway; and

- the existing pavement resurfacing projects that neither widen the existing traveled way nor provide stabilized shoulders (e.g., SMART, 3P). However, in the development of SMART and 3P projects, consider accommodations which do not change the overall scope of work, such as striping changes, but are consistent with Department criteria and the needs of bicyclists (see Section 17-2.01(g)).

17-1.02(b) Partial Exceptions to Consideration of Accommodations

On existing pavement resurfacing projects that do not widen the existing traveled way nor provide stabilized shoulders (e.g., 3-P, SMART) bicycle accommodation will generally be limited to re-striping and/or re-signing existing bike lanes or shared roadways. However, consideration may also be given for new bicycle accommodation on 3-P or SMART projects where local support is evident and the accommodated project remains limited to the overall scope of the original road work. For example, reducing roadway lane widths may provide sufficient space for adding bicycle lanes. Design criteria should be consistent with Section 17-2.01. Design studies are not required. The intent is to inform designers that some simple accommodations are possible within the strict design parameters of these projects.

Automatic exceptions are not considered simply because a roadway is identified in the Official Illinois Bicycle Maps as unsuitable for bicycling. Its current usability to a cyclist does not preclude that roadway project from bicycle consideration or this policy.

17-1.03 Bikeway Warrants - Needs Assessment

The Department shall provide adequate on-road or off-road accommodations for bicycle travel in highway projects when any of the following situations exist:

- The highway or street is designated as a bikeway in a regionally or locally adopted bike plan or is published in a regionally or locally adopted map as a recommended bike route.

- The projected two-way bicycle traffic volume (see Section 17-1.04) will approximate 25 ADT or more during the peak three months of the bicycling season at a highway or

street location where the current vehicular traffic volume will exceed 1000 ADT. Estimate the bicycle ADT projection based on a five-year time frame from completion of the project.

- The route provides primary access to a park, recreational area, school, or other significant destination.

- The route provides unique access across a natural or man-made barrier (e.g., bridges over rivers, bridges over railroad yards, bridges over freeways or expressways, highways through a National Forest). On bridge deck replacement or rehabilitation projects, bicyclists will be accommodated on the bridge unless bicycles are otherwise prohibited to operate on the roadway approaches.

- The highway project will negatively affect the recreational or transportation utility of an independent bikeway or trail. Highway projects will negatively affect at-grade paths and trails when they are severed, when the projected roadway traffic volumes increase to a level that prohibits safe crossings at-grade, or when the widening of the roadway prohibits sufficient time for safe crossing.

When one or more of the warrants presented in Section 17-1.03 are met, appropriate accommodations shall be provided unless safety issues exist in such a way that hazards cannot be mitigated for the users. An example would be the excessive costs to acquire sufficient ROW for bike lanes and wide outside lanes would be insufficient to meet the safety needs of the users. When bicycle accommodations will be included in the project, forward a copy of the draft Phase I report to the Bureau of Design and Environment's Bicycle and Pedestrian Coordinator. When projects do not meet warrants, send Figures 17-1A to 17-1D in an e-mail to the Bicycle and Pedestrian Coordinator explaining the exclusion of bicycle accommodations.

If independent bikeways or trails are impacted as a result of a highway project, treat such facilities as low-volume roadways in accordance with Chapter 11. If certified by the State or Local Agency having jurisdiction as programmed for construction no later than five years beyond the anticipated completion of the highway project, treat proposed or planned paths and trails that cross or parallel a roadway in the same manner as existing roadways.

17-1.04 Determining Bicycle Travel Demand

Assess bicycle travel demand during the early planning stage of a project. The concepts of identifying cycling origins and destinations, and thus travel demand, are discussed in the FHWA publication *Selecting Roadway Design Treatments to Accommodate Bicycles*. The following additional guidance is provided to determine bicycle travel demand where bicycle travel is difficult to predict:

1. Urban and Suburban Areas. Because of the potential for bicycle travel, bicycle accommodation will likely be warranted in the majority of urban and suburban areas, particularly at points of community development that generate, attract, or result in commercial, recreational, or institutional establishments near or along highways.

2. Rural Towns. Bicycle accommodation may be warranted in rural towns located on main highways where bicycle travel within the community and from the outlying populated areas could justify such accommodation.

3. Rural Highway Projects. Rural highway projects that provide unique access over a major barrier such as a river, or that connect an urban area to a rural attraction such as a park, would be expected to meet the warrants.

4. Unpopulated Rural Areas. In unpopulated rural areas, typical origins and destinations are far less frequent. Thus, the need for bicycle accommodation may not be warranted.

17-1.04(a) Assessment of Bicycle Travel Within Highway Projects

Bicycle origins and destinations should be reviewed for each project and noted in a checklist format unless the designer is satisfied that other warrants have already been met. If so, this travel demand assessment is not required. All checklists are in Section 17-6. Such information provides the basis for evaluating whether or not the travel demand warrant for bicycle accommodation has been met. This section provides two checklists, an example map, and a travel assessment form that should be included in all Phase I reports, except for projects excluded in Section 17-1.02(a). If projects include accommodation for bicycles, notify BDE's Bicycle and Pedestrian Coordinator. If bicycle accommodations will be excluded from the project, send Figures 17-1A to 17-1D in an e-mail to the Bicycle and Pedestrian Coordinator explaining the exclusion of bicycle accommodations.

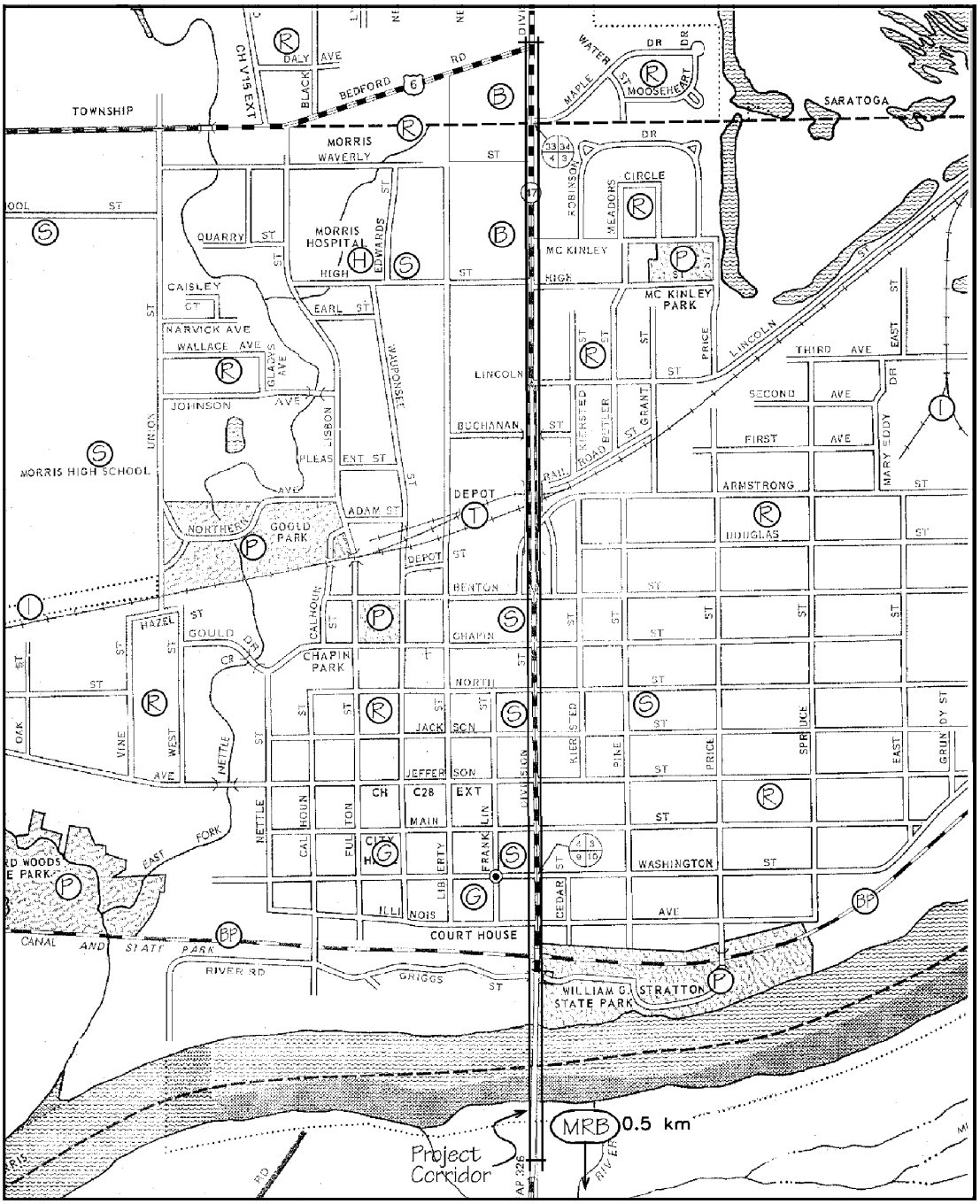
17-1.04(b) Bicycle Travel Generators in Project Vicinity

Review and record the potential bicycle travel generators in the vicinity of the project, such as those shown in the checklist in Figure 17-1A. Note on the checklist the types of generators within 1 mile (2 km) of the project corridor. To the Phase I Report, attach a map of this area showing the general location of these generators as illustrated in Figure 17-1B. Sections of Municipal or Township maps are acceptable, as well as photocopies of aerial photos. The map will serve to indicate where bicyclists will cross or ride along the corridor.

Generators	Yes	NA	Generators	Yes	NA
Residential Areas	☐	☐	Shopping Centers	☐	☐
Parks	☐	☐	Hospitals	☐	☐
Recreation Areas	☐	☐	Employment Center	☐	☐
Churches	☐	☐	Government Offices	☐	☐
Schools	☐	☐	Local Businesses	☐	☐
Libraries	☐	☐	Industrial Plants	☐	☐
Existing Bicycle Trails	☐	☐	Public Transportation Facilities	☐	☐
Planned Bicycle Trails	☐	☐	Other ( )	☐	☐

CHECKLIST FOR BICYCLE TRAVEL GENERATORS IN PROJECT VICINITY

Figure 17-1A



R	Residential Areas	BP	Existing Bicycle Trails	G	Government Offices
P	Parks	PBP	Planned Bicycle Trails	B	Local Businesses
P	Recreational Areas	M	Shopping Centers	I	Industrial Plants
C	Churches	H	Hospitals	T	Public Transit Facilities
S	Schools	E	Employment Centers	O	Other

EXAMPLE OF MAP TO ACCOMPANY CHECKLIST FOR BICYCLE TRAVEL

Figure 17-1B

17-1.04(c) Public Coordination

The organizations presented in Figure 17-1C shall be contacted to help assess any nearby bicycle travel or planned development of recreational trails or other generators. Include documentation of coordination in the Phase I report.

Organization	Yes	NA	Organizations*	Yes	NA
Metropolitan Planning Organization (if applicable)	☐	☐	League of Illinois Bicyclists*	☐	☐
Local Municipalities	☐	☐	Illinois Department of Natural Resources*	☐	☐
Park or Forest Preserve Districts	☐	☐	Illinois Trails Conservancy*	☐	☐
Sub-Regional Planning Council (as appropriate)	☐	☐	Active Transportation Alliance (District 1 only)*	☐	☐
Local Bicycle Clubs, Advocacy Groups	☐	☐			

**Note: Addresses are presented in Section 17-5.*

CHECKLIST FOR ORGANIZATIONS AND PUBLIC COORDINATION

Figure 17-1C

17-1.04(d) Bicycle Travel Assessment

Based on the bicycle travel indicators presented in Sections 17-1.04(b) and 17-1.04(c), address the questions in the bicycle travel assessment form (see Figure 17-1D) and attach the completed form to the Phase I report.

FORM FOR BICYCLE TRAVEL ASSESSMENT

Route _____
Section _____
County _____

1) Where would bicyclists cross the project?	
2) Where would bicyclists need to ride parallel to the project?	
3) Does the project provide access across a river, railroad, highway corridor or other natural or man-made barrier?	
3) Will the highway project negatively affect the recreational or transportation utility of an independent bikeway or trail? Highway projects will negatively affect at-grade paths and trails when they are severed, when the projected roadway traffic volumes increase to a level that prohibits safe crossings at-grade, or when the widening of the roadway prohibits sufficient time for safe crossing.	
4) Does the route provide primary access to a park, recreational area, school, or other significant destination?	
5) Is the highway or street designated as a bikeway in a regionally or locally adopted bike plan or is published in a regionally or locally adopted map as a recommended bike route?	
6) Will the projected two-way bicycle traffic volume (see Section 17-1.04) approximate 25 ADT or more during the peak three months of the bicycling season at a highway or street location where the current vehicular traffic volume will exceed 1000 ADT?. Estimate the bicycle ADT projection based on a five-year time frame from completion of the project.	

FORM FOR BICYCLE TRAVEL ASSESSMENT

Figure 17-1D

17-1.05 Maintenance and Jurisdiction

Responsibility for ongoing maintenance of bikeway facilities within the roadway surface is assumed to be an integral part of roadway maintenance.

Responsibility for maintenance of bikeway and pedestrian facilities separated from the roadway surface should be delegated by Agreement with Local/State jurisdictions or others early in the planning process (see Chapter 5).

17-1.06 Right-of-Way

Acquire right-of-way for bikeway facilities in accordance with existing IDOT land acquisition policies and procedures. Additional right-of-way required for bikeway purposes shall be purchased in accordance with Chapter 5 in conjunction with the right-of-way purchase of the overall roadway improvement.

17-1.07 Funding

Bicycle facilities for the safe travel of bicyclists within an improvement corridor are considered an integral part of a highway project for funding purposes, and thus are eligible for cost participation as outlined in Chapter 5. If conditions within the roadway prohibit the inclusion of adequate bicycle accommodations, necessary off-roadway accommodations shall be included where they can be accommodated.

Accommodations beyond those which are determined necessary from the Facility Selection Table in Section 17-2A may be desired or preferred by local officials, and the cost difference could be funded through several options as follows:

- initiated by others than IDOT and submitted as a candidate for the Transportation Enhancement Program funding (see Chapter 18);

- initiated by others than IDOT and submitted for consideration from other appropriate TEA-21 funding categories, such as the Congestion Mitigation and Air Quality (CMAQ) or various Surface Transportation Program (STP) categories; or

- initiated by others than IDOT and funded entirely through outside governmental organizations.

17-2 DESIGN CRITERIA FOR BICYCLE FACILITIES

The Department utilizes the AASHTO publication *Guide for the Development of Bicycle Facilities* as the basis for design guidance. In addition, the Bicycle Facility Selection Table, Figure 17-2A, draws from the FHWA publication *Selecting Roadway Design Treatments to Accommodate Bicycles*. Also, coordinate bicycle facility design with the cross section criteria presented in Part IV, "Roadway Design Elements," (Chapter 39) and Part V, "Design of Highway Types."

17-2.01 Documentation

In urban areas, the Secretary must approve exceptions to establishing bikeways based on documented safety issues, excessive costs or absence of need on projects where accommodations are not already otherwise excepted in accord with Section 17-1.02(a). In addition, document in the Phase I report the reasons for providing or not providing bicycle accommodations. Include a discussion of the coordination with local officials.

There are situations in which the principles of Context Sensitive Solutions (CSS) and Complete Streets conflict. In instances where the requirements of the Complete Streets Law run counter to the consensus view of project stakeholders, the Regional Engineer will determine the accommodation solution, or lack thereof, in consultation with the Bicycle and Pedestrian Coordinator. This solution will be submitted to the Secretary for final approval.

After need has been established and the appropriate accommodation has been identified using the Facility Selection Table, it is the responsibility of the district to convey this information to the appropriate local agency. Not all accommodations require a local match or maintenance participation as identified in Chapter 5. In projects that require local participation, if the local agency chooses not to participate in the bicycle or pedestrian accommodation, the department will request that that local agency pass a local resolution indicating their non-participation and have this noted in the Phase I Project Report. Proposed resolution language is included in the appendix. Without local agency participation the department will consider the highest and best accommodation feasible.

If it is determined in the Phase I Project Report that the recommended accommodation in the Facility Selection Table cannot be built without excessive cost, local support or disruptive ROW considerations then the next highest and best accommodation shall be considered that can achieve the highest safety for the user and best meets the project's cost, local support and ROW considerations. Selection of next highest and best accommodations shall be determined on a case-by-case basis by the district as many variables will need to be considered. This may become an iterative process when considering all project variables.

	Bicycle Accommodation Required			
Roadway Characteristics	Paved Shoulders (inclusive of rumble strip)	Outside Curb-lane Width	Bicycle Lane (includes gutter pan)	Side Path Bidirectional
Rural Roadways <30 mph Posted				
Design Year ADT under 2000	None.			
Design Year ADT 2000 --8000	4 ft.			optional
Design Year ADT >8000	4 ft			optional
Rural Roadways 30-35 mph Posted				
Design Year ADT under 2000	4 ft.			optional
Design Year ADT 2000 --8000	4 ft.			optional
Design Year ADT >8000	6 ft			optional
Rural Roadways 36 - 44 mph Posted				
Design Year ADT under 2000	6 ft.			optional
Design Year ADT 2000 --8000	6 ft.			optional
Design Year ADT >8000	6 ft.			optional
Rural Roadways >44 mph Posted				
Design Year ADT under 2000	6 ft.			optional
Design Year ADT 2000 --8000	8 ft.			optional
Design Year ADT >8000				10--12 ft.
Urban Roadways <30 mph Posted				
Design Year ADT under 2000		None.		optional
Design Year ADT 2000 --8000		13--14 ft.		optional
Design Year ADT >8000			5 ft.	optional
Design Year ADT > 15000			optional 6 ft.	10—12 ft.
Urban Roadways 30 - 35 mph Posted				
Design Year ADT under 2000			5 ft.	optional
Design Year ADT 2000 --8000			5 ft.	optional
Design Year >8000			6 ft.	optional
Design Year ADT > 15000			optional 6 ft.	10—12 ft.
Urban Roadways 36 - 44 mph Posted				
Design Year ADT under 2000			5 ft.	optional
Design Year ADT 2000 --8000			6 ft.	optional
Design Year ADT >8000				10--12 ft.
Design Year ADT > 15000				10—12 ft.
Urban Roadways > 44 mph Posted				
Design Year ADT under 2000			6 ft.	optional
Design Year ADT 2000 --8000			6 ft.	optional
Design Year ADT >8000				10--12 ft.
Design Year ADT > 15000				10--12 ft.

BICYCLE FACILITY SELECTION TABLE

Figure 17-2A

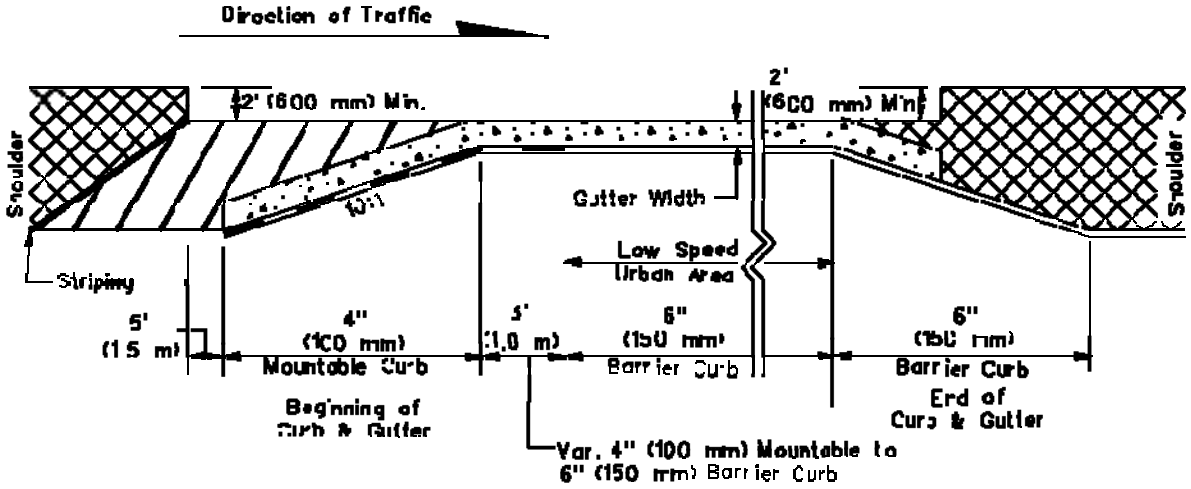
Assumes Warrants are Met

17-2.02 On-Road Accommodations

17-2.02(a) On-Road Bikeways on Rural Roadways

Bicycle accommodation on rural cross sections consists of paving a portion of the shoulder. Paved shoulders can accommodate most types of bicycle travel very efficiently and offer benefits beyond accommodating bicyclists (e.g., added safety, reduced maintenance, rural mail delivery). Use the Bicycle Facility Selection Table (Figure 17-2A) to determine appropriate accommodation.

Transitions from rural sections into urban sections (e.g., driveway entrances, intersections) should accommodate bicyclists' through movements by providing additional curb lane width to the curb and gutter section. Figure 17-2B illustrates an acceptable approach.



PAVED SHOULDER TRANSITION INTO CURB AND GUTTER

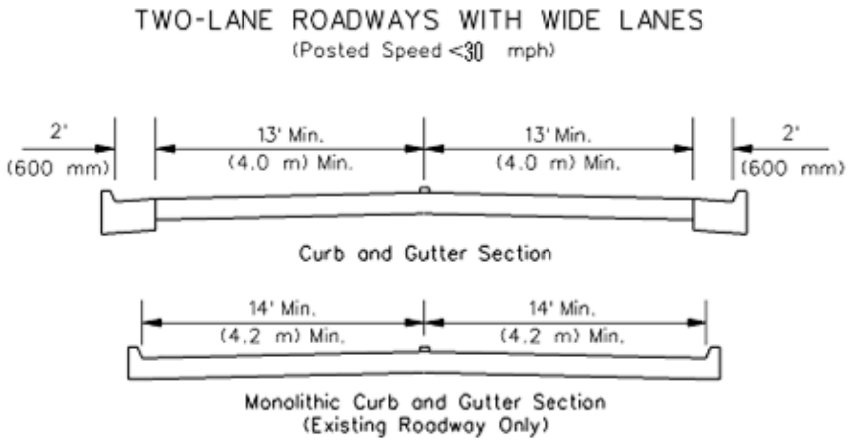
Figure 17-2B

When rumble strips are warranted to address a high-crash location or a history of run-off-the-road crashes, and there is a need to accommodate bicycle travel, provide shoulder width minimums identified in the Facility Selection Table. Rumble strips used on shoulders six feet or less should be no wider than eight inches. The design should be coordinated with and approved by the Bureau of Design and Environment.

17-2.02(b) On-Road Bikeways On Shared Urban Roadways

On a shared roadway facility, bicyclists and motorists share the same travel lanes without a striped separation. Minimum cross sections are shown in Figure 17-2C. Use the Facility Selection Table to determine appropriate accommodation.

Measure the width of the lane from the lane stripe to the joint between the pavement and the gutter. If no joint exists, as with monolithic pavement, take the measurement to the face of the curb. Bicycles, because of their narrow tires, cannot be expected to be ridden on or near a longitudinal pavement joint because of the potential for catching the wheel in the joint and throwing a rider into traffic.



MINIMUM CROSS SECTIONS FOR SHARED URBAN ROADWAYS
WITH 2,000-8,000 ADT, <30 MPH POSTED

Figure 17-2C

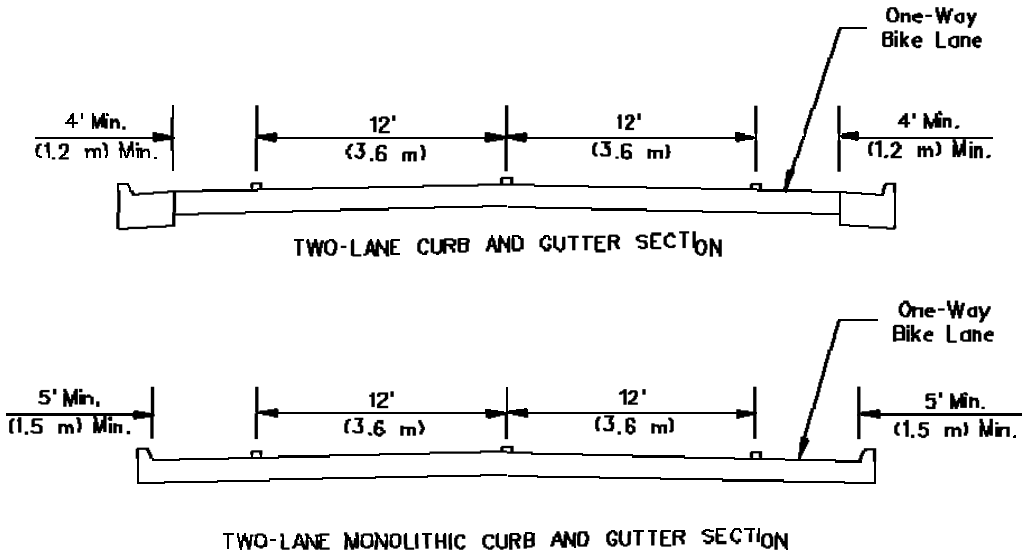
Gutter widths are not considered acceptable for bicycle travel. A bicyclist riding in the gutter is often forced to leave this area because of debris or broken pavement. If the pavement/gutter joint is vertically uneven or has separated from the gutter, a bicyclist can become trapped and forced to make unsafe maneuvers.

17-2.02(c) On-Road Marked Bicycle Lanes on Urban Roadways

Bicycle lanes that are marked on curbed streets serve to separate bicycle traffic from motor vehicle traffic. Use the Facility Selection Table to determine appropriate accommodation.

The following are typical cross section requirements:

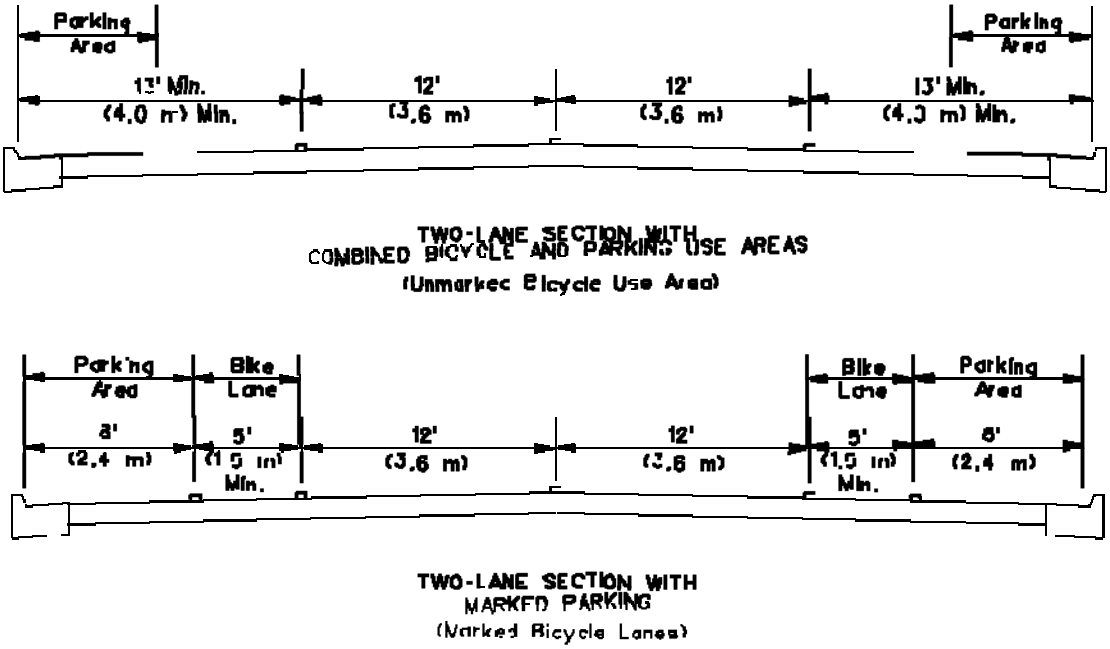
- On curbed streets without parking, locate the bicycle lane next to the gutter, as shown in Figure 17-2D.



TYPICAL CROSS SECTIONS FOR CURBED STREETS WITHOUT PARKING

Figure 17-2D

- Where parking is permitted, locate the bicycle lane between the parking lane and the through traffic lanes as shown in Figure 17-2E.



TYPICAL CROSS SECTIONS FOR CURBED STREETS WITH PARKING

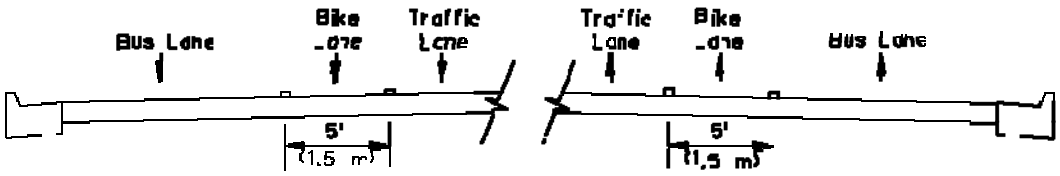
Figure 17-2E

- Where parking is allowed on a street, provide additional parking-lane width, above the required minimum, under the following conditions:

  + where there is frequent parking turnover,
  + where parked vehicles are mostly commercial vehicles, or
  + where posted motor vehicle speeds equal 45 mph.

Design bicycle lanes as one-way facilities that carry bicycle traffic in the same direction as adjacent motor vehicle traffic. Two-way bicycle lanes on one side of the roadway (without physical separation) are unacceptable because they promote riding against the flow of motor vehicle traffic. Wrong-way riding is a major cause of bicycle crashes nationally and violates the *Illinois Vehicle Code* (625 ILCS 5/11-1505). Locate one-way bicycle lanes that are on one-way streets on the right side of the street, except in areas where placing the bicycle lane on the left will decrease the number of conflicts (e.g., those caused by heavy bus traffic).

Place bicycle lanes that are adjacent to dedicated bus lanes between the vehicular traffic lane and the bus lane as shown in Figure 17-2F. Where roadway width is limited, bicycles and buses may share an outside lane with a minimum width of 16.5 ft (5 m) to the curb face.



BICYCLE LANES ADJACENT TO BUS LANES

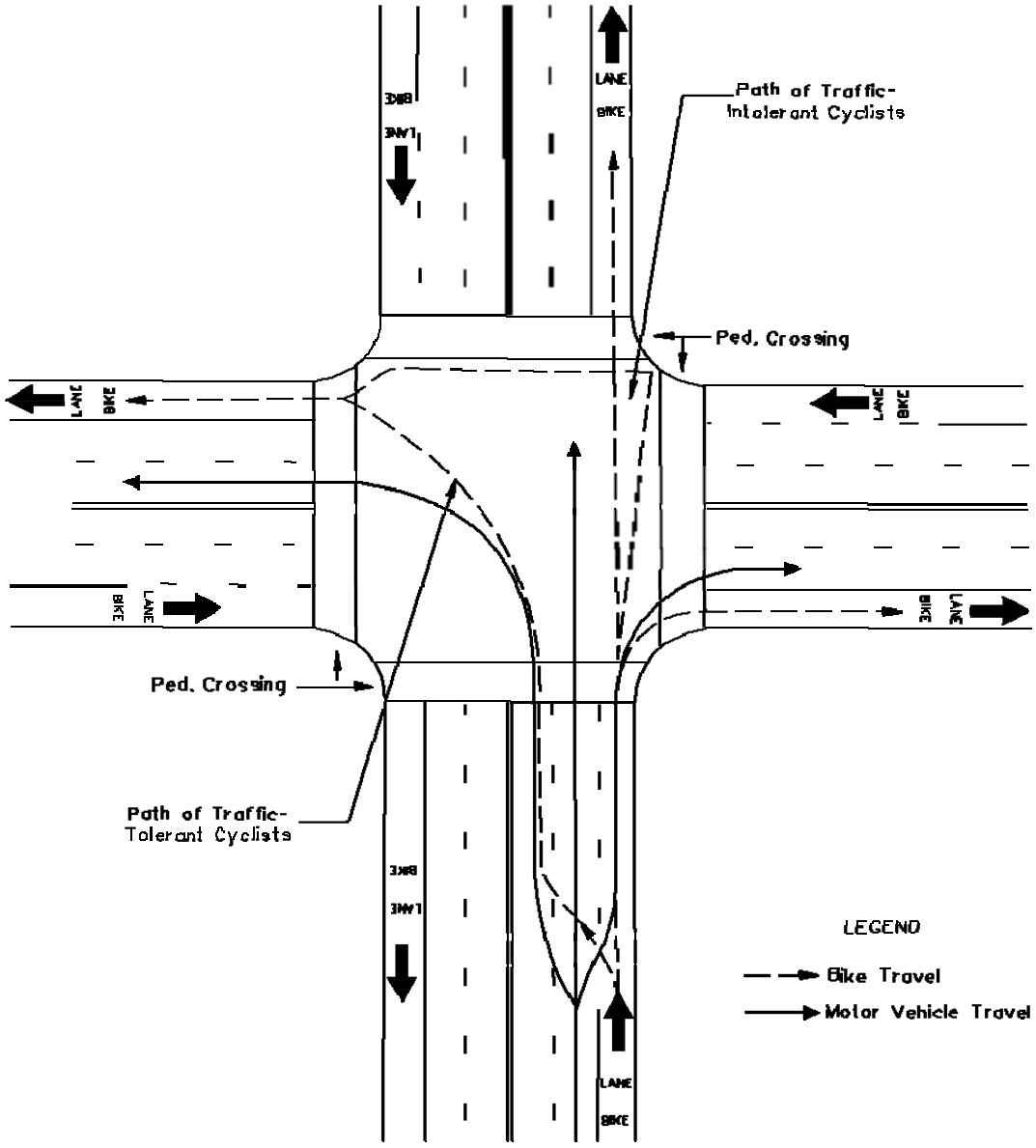
Figure 17-2F

17-2.02(d) Intersections

On-road bicycle movements through intersections should be an integral part of a roadway improvement. As practical, continue existing wide curb lanes through intersections to accommodate bicycle through movements. If right- or left-turn bicycle movements are expected, provide adequate turn-lane widths to allow bicyclists to share the lane with turning vehicular traffic. When an approach roadway in a rural section transitions into an urban intersection, use the criteria presented in Section 17-2.01(a).

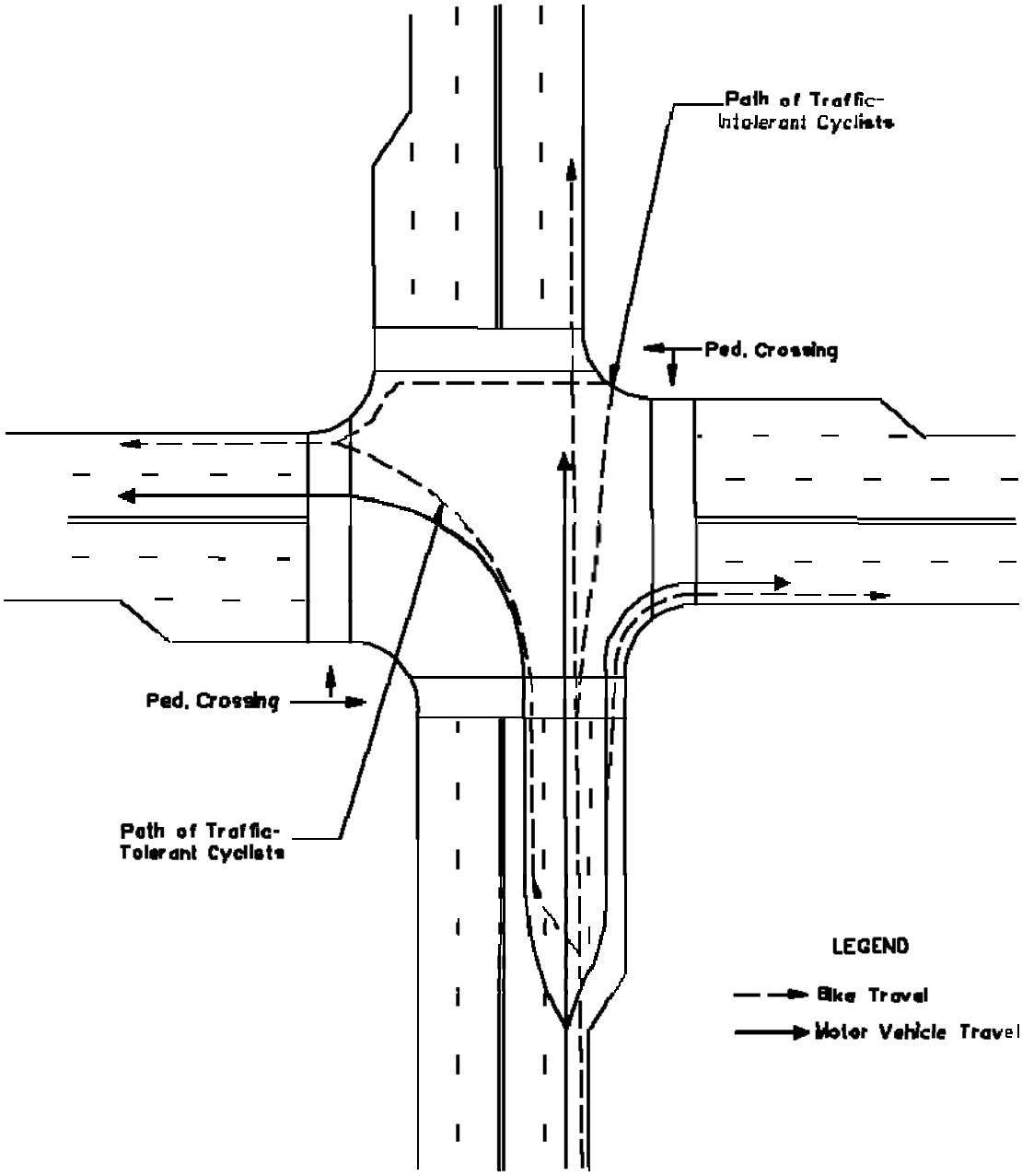
Bicycle lanes on an intersection approach should be continued through the intersection as shown in Figure 17-2G. When width for a separate lane is unavailable, actual bicycle movements are likely to follow those shown in Figure 17-2H. Traffic-tolerant cyclists will generally mimic vehicular movements and traffic-intolerant cyclists will generally mimic pedestrian movements.

Different approaches to accommodating bicycle traffic through intersections are necessary as the level of vehicular traffic and speeds through the intersection increase. Accommodating bicyclists through a free-flow interchange may be of concern, due to possible safety issues; consider providing a separate structure for bicyclists and pedestrians. However, if on-road accommodation is necessary, the design shown in Figure 17-2I reflects an acceptable approach to directing bicyclists across interchanges. Other designs may need to be considered to meet the requirements of individual intersections/interchanges.



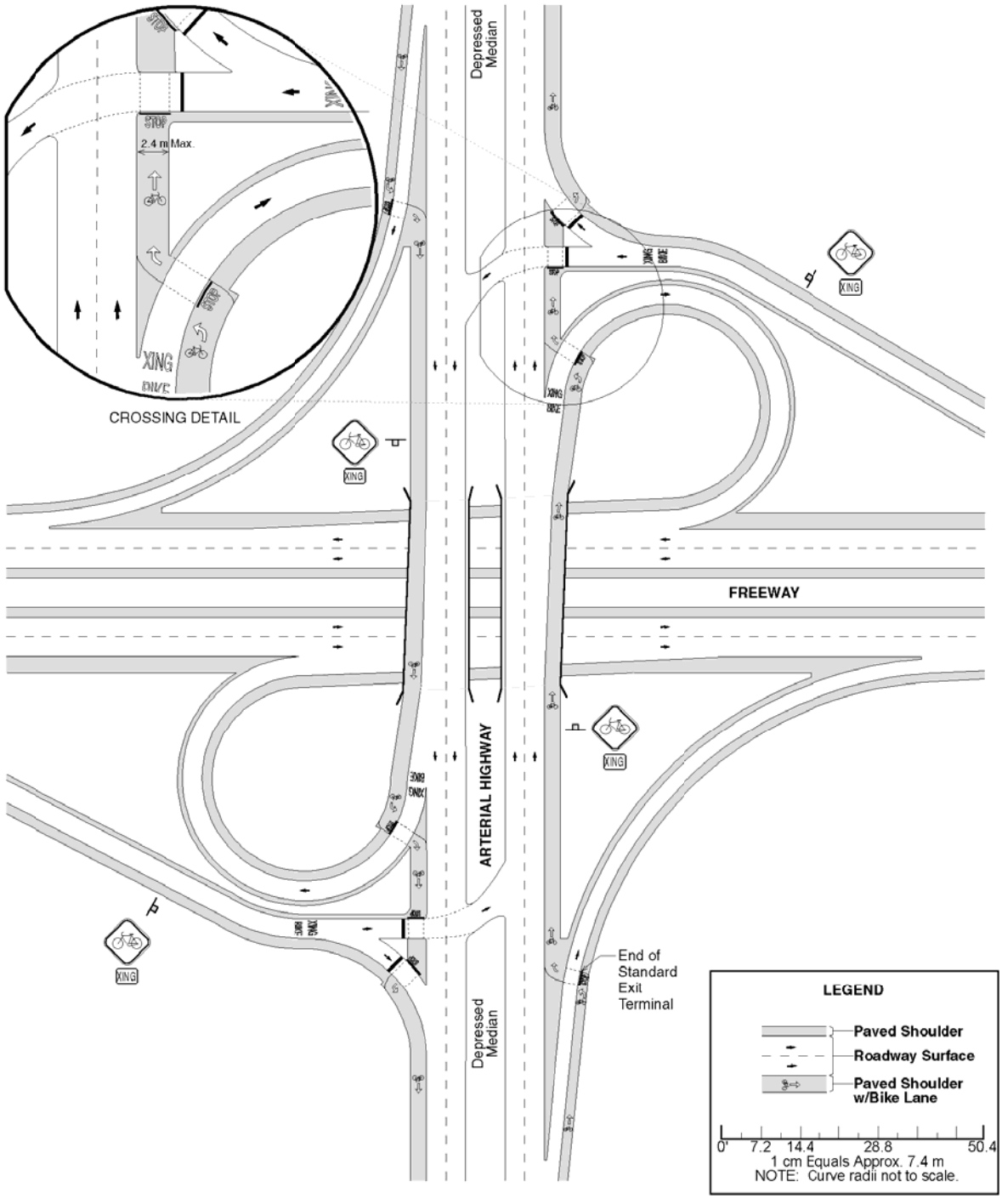
TYPICAL BICYCLE MOVEMENTS AT INTERSECTIONS ON MULTI-LANE STREETS WITH BICYCLE LANES

Figure 17-2G



TYPICAL BICYCLE MOVEMENTS AT INTERSECTIONS ON MULTI-LANE STREETS WITHOUT BICYCLE LANES

Figure 17-2H



BIKE LANES ACROSS HIGHER SPEED INTERCHANGES

Figure 17-2I

17-2.02(e) Bikeway on Highway Structures

Bicycle accommodations on approach roadways should be carried across structures. The width of new highway structures should, at a minimum, equal the width of the traveled way plus the width of approaching bicycle lanes and/or sidewalks. Minimum cross sections for roadways and structures will vary significantly depending on the type of bicycle facility being accommodated. Several examples of minimum cross sections for shared roadways, bicycle lanes and bicycle paths are shown in Figures 17-2J through 17-2L. In addition, the criteria for accommodating bikeways at or near bridges along freeways and expressways are illustrated in Figure 17-2M. Figure 17-2N presents a typical modification of existing facilities for bikeways under a bridge.

Where it is necessary to retrofit a separated bicycle path (see Section 17-2.02) onto an existing highway bridge, several alternatives should be considered in light of what the geometrics of the bridge will allow. One option is to carry the bicycle path across one side of the structure. This should be considered where:

- the bridge facility will connect to a bicycle path at both ends,
- sufficient width exists on that side of the bridge or can be obtained by widening or re-striping lanes, and
- provisions are made to physically separate bicycle traffic from motor vehicle traffic.

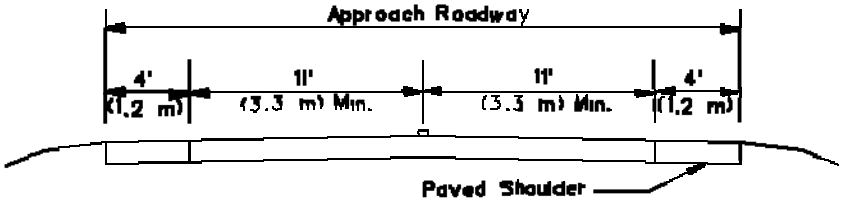
Another option is to use existing sidewalks as one-way or two-way facilities. This may be advisable where:

- conflicts between bicyclists and pedestrians will not exceed tolerable limits, and
- the existing sidewalks are adequately wide.

If the existing facility cannot provide adequate accommodation (per widths indicated in this section), appropriately sign the facility to warn users of the deficiencies or require bicyclists to dismount and cross the structure as a pedestrian. Section 17-2.02(i) provides additional design guidance for structures on bicycle paths. The department's policy on railing specifies a 4′-6″ (1.4 m) outside railing height on roadway structures. Bridge railing on off-road shared-use paths must meet a 3′-6″ (1.1 m) minimum rail height requirement.

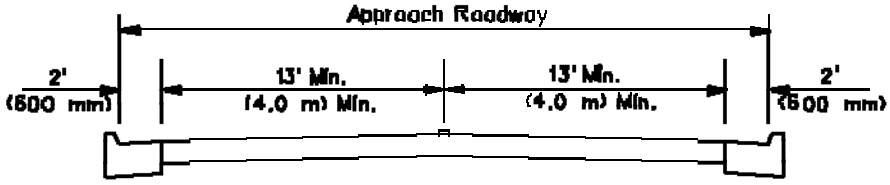
On bridge deck replacement or rehabilitation projects, bicyclists shall be accommodated on the bridge unless bicycles are otherwise prohibited to operate on the roadway approaches.
The approaches to the structure should ensure a usable facility by continuing the accommodation to logical termini.

When a project includes a bridge omission and accommodations are included, bikeway or sidewalk facilities will be added within the project limits in order to allow future accommodations on the omitted structures, with the funding splits as outlined in Chapter 5-5.02 and 5-5.05.

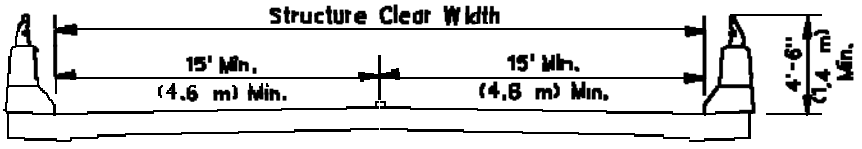


TWO-LANE ROADWAY WITH PAVED SHOULDERS

Note: Shoulder width should be increased to 6' (1.8 m) with conditions indicated in Figure 17-2A.



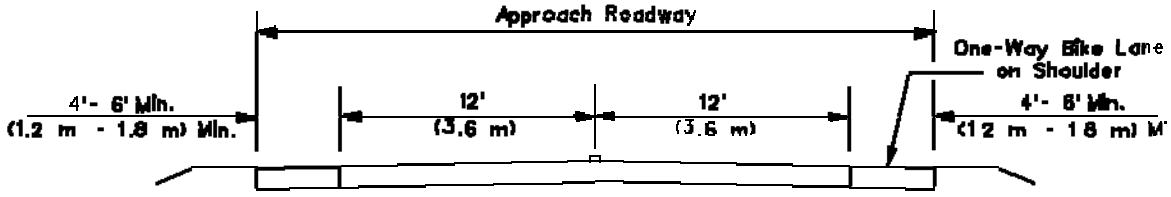
TWO-LANE URBAN ROADWAY WITH WIDE LANES



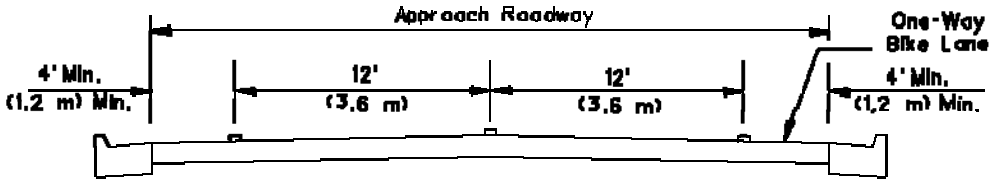
WIDE LANES/SHOULDERS CONTINUED ACROSS STRUCTURE

CROSS SECTIONS FOR SHARED ROADWAY ON TWO-LANE HIGHWAY STRUCTURES (Unmarked Bicycle Lanes)

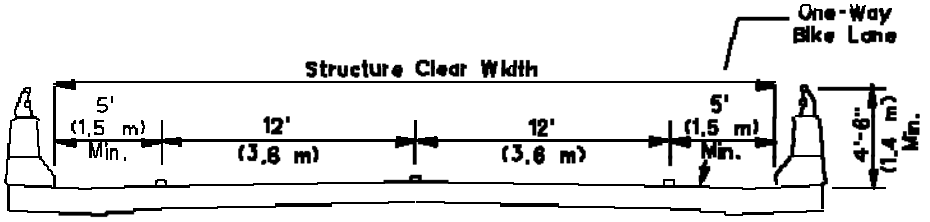
Figure 17-2J



BIKE LANES ON SHOULDERS



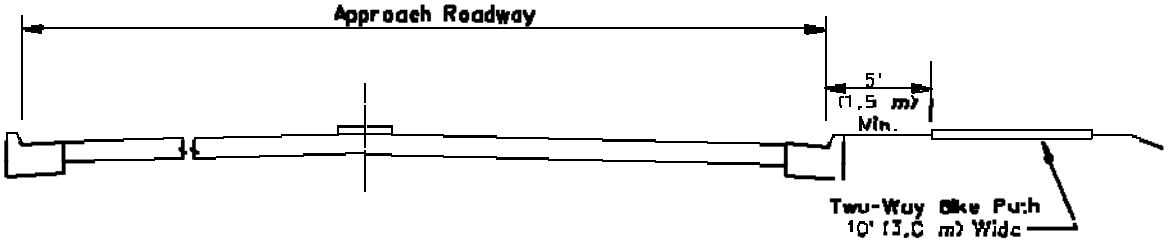
BIKE LANES ON ROADWAY



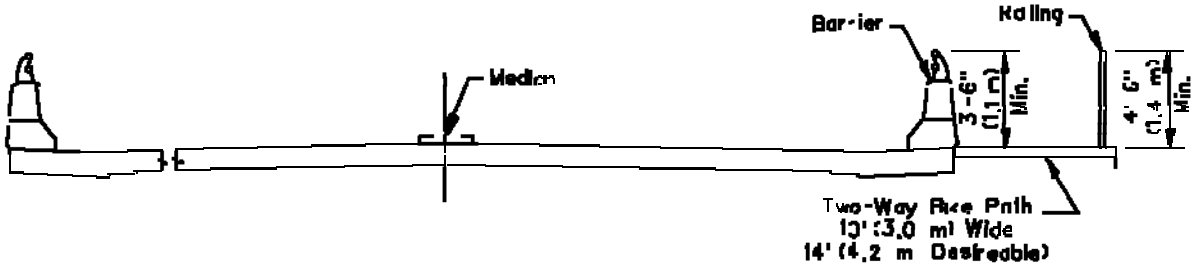
BIKE LANES ACROSS STRUCTURE

CROSS SECTIONS FOR MARKED BIKE LANES ON TWO-LANE HIGHWAY STRUCTURES

Figure 17-2K



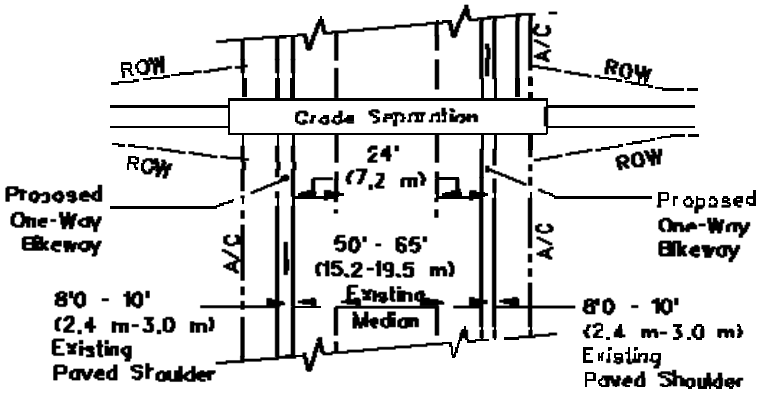
APPROACHING FOUR-LANE SECTION
WITH ADJACENT TWO-WAY BIKE PATH



FOUR-LANE SECTION CONTINUED ACROSS
BRIDGE WITH INTEGRAL BIKE PATH

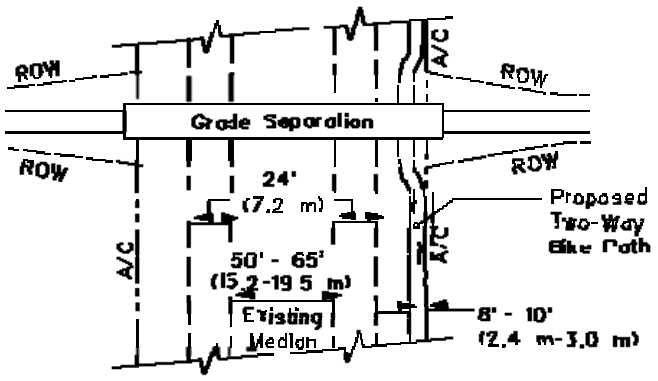
CROSS SECTIONS FOR BIKE PATHS ON FOUR-LANE HIGHWAY STRUCTURES

Figure 17-2L



PLAN VIEW OF ONE-WAY BIKEWAY UNDER BRIDGE

(Note: Typical layout of one-way bikeway using outside shoulders of an expressway or freeway.)

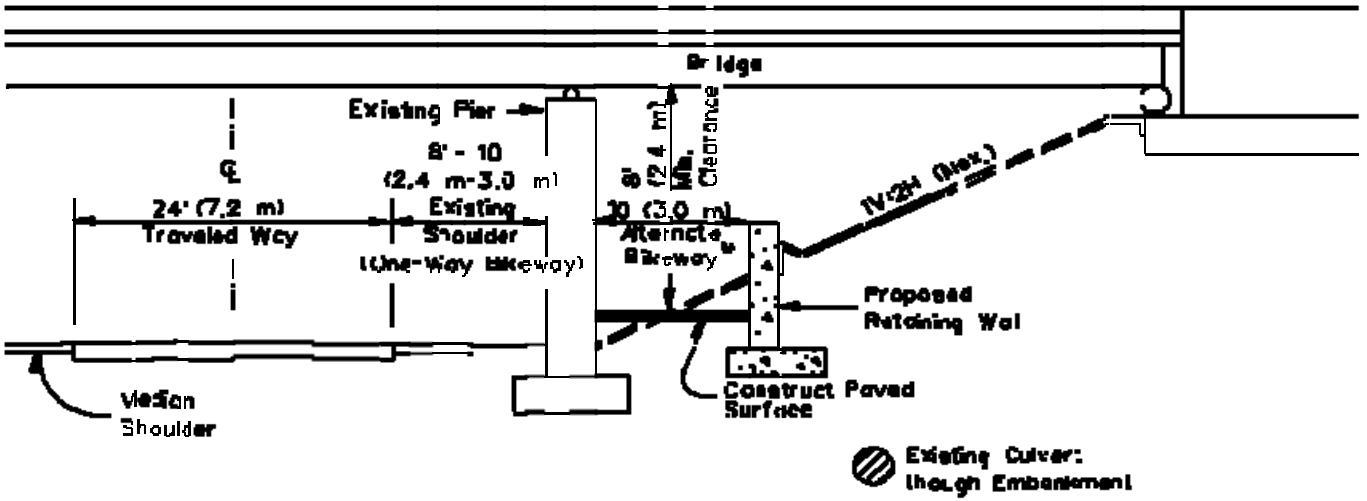


PLAN VIEW OF TWO-WAY BIKE PATH UNDER BRIDGE

(Note: Typical layout of two-way bike path adjacent to ROW line of an expressway or freeway.)

BIKEWAYS AT OR NEAR BRIDGES ALONG FREEWAYS OR EXPRESSWAYS

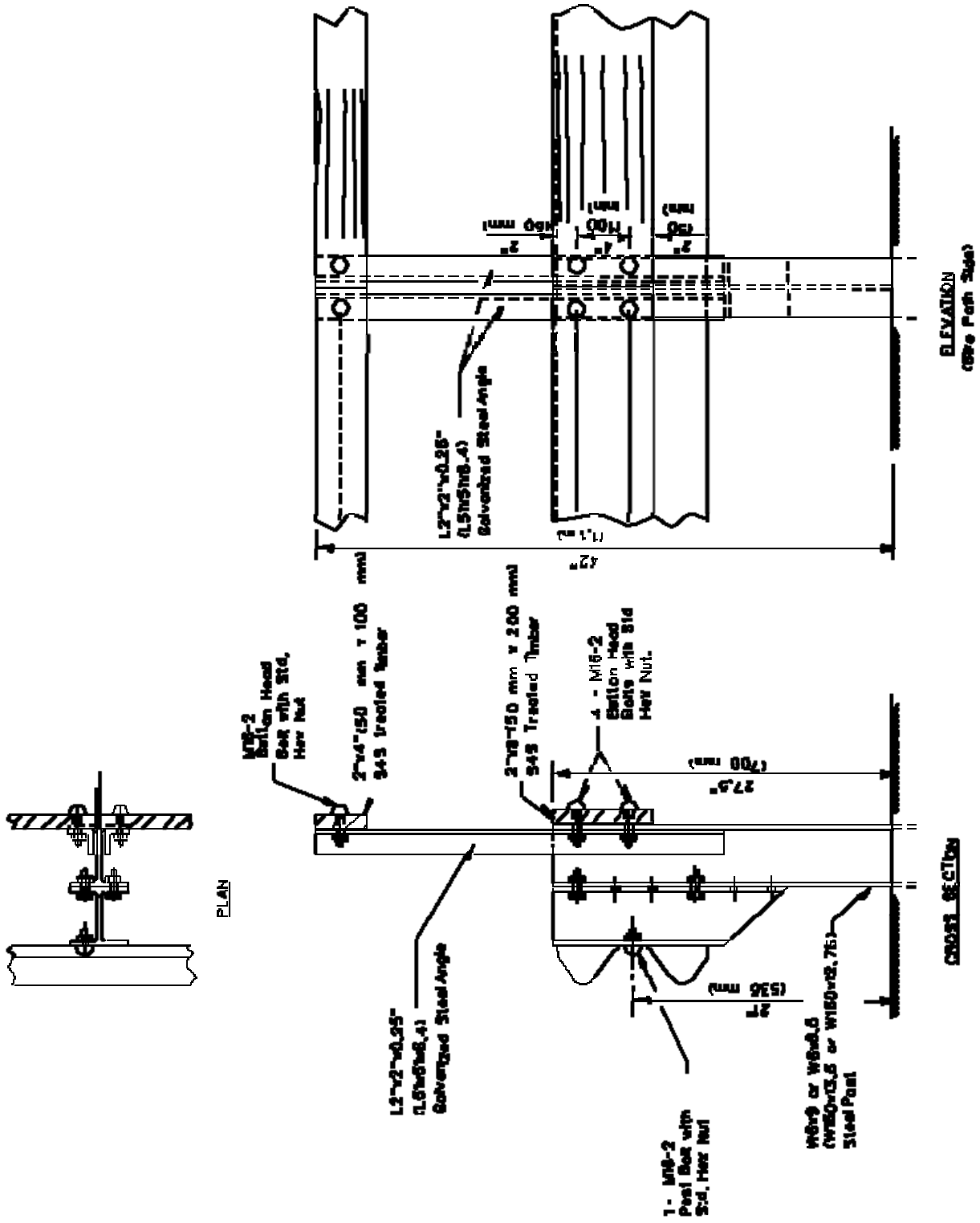
Figure 17-2M



**Note: Alternate bikeway is considered under bridge where separate two-way bike path is proposed within or adjacent to existing right-of-way line of a freeway or expressway.*

TYPICAL MODIFICATION OF EXISTING FACILITIES FOR BIKEWAYS UNDER A BRIDGE

Figure 17-2N



BIKE PATH APPROACH GUARDRAIL ADJUSTMENT

Figure 17-2O

17-2.02(f) Bikeway Adjacent to Highways

Railings or barriers, 3.5 ft (1.1 m) high, are required wherever a two-way bike path is proposed within 5 ft (1.5 m) of the face of curb on an urban roadway section, or within 10 ft (3m) from the traveled way on a rural roadway section. In addition, approach guardrails should be extended to a 3.5 ft (1.1 m) height until the bike path is more than 5 ft (1.5 m) from the edge of the traveled way. The requisite extension on a standard guardrail to extend its height to 3.5 ft (1.1 m) is shown in Figure 17-2O. The width of the two-way bike path is provided in Figure 17-2A. Separation railings are not required when bicycle traffic flows in the same direction as vehicular traffic.

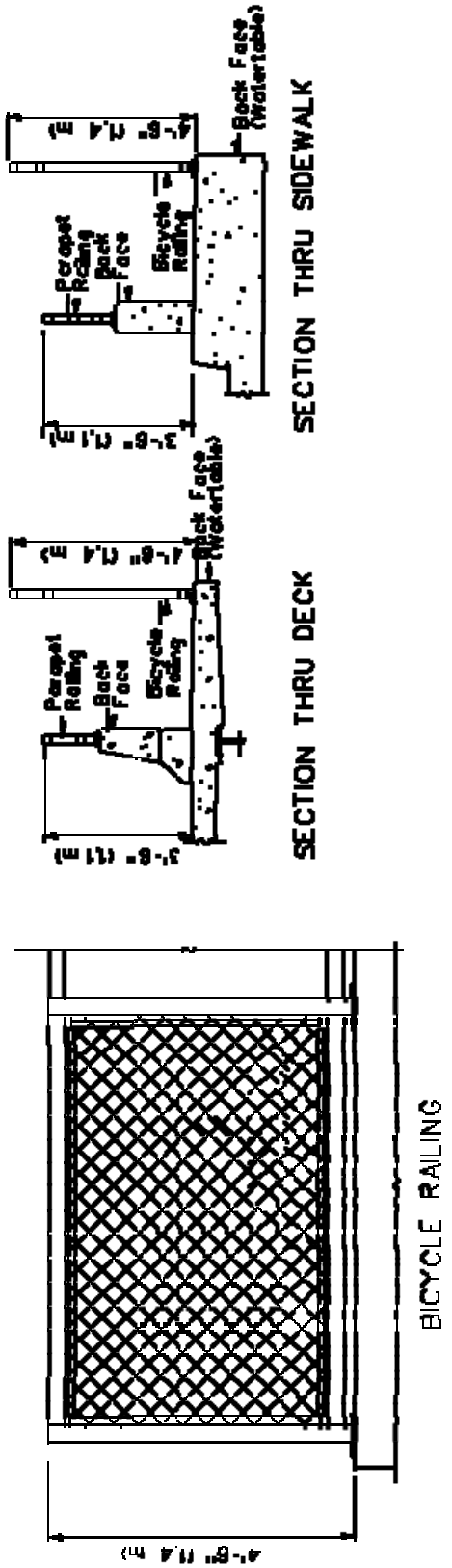
Railings and barriers that provide a separation between the roadway and a bike path are primarily intended to prevent the bicyclist from falling over the railing into opposing traffic. Thus, the type of railing provided is dependent on its proximity to vehicular traffic and its ability to deflect vehicular impacts. For example, railings located on top of a raised sidewalk edge will require an impact resistance different than railings located adjacent to the traffic lane. The designer of the railing also should consider sight impediments the railing might impose. Examples of such railings are shown in Figure 17-2P.

All vertical surfaces within a 2 ft (600 mm) clear area adjacent to the bicyclists' path should be smooth to avoid snagging of clothing or incurring abrasive injuries from contact with the surface. For example, protect the sharp edges of the backside of a guardrail located within 2 ft (600 mm) of the edge of a bikeway by smooth planking or rub rail as shown in Figure 17-2Q.

17-2.02(g) Additional Considerations for Accommodations on Existing Roadways

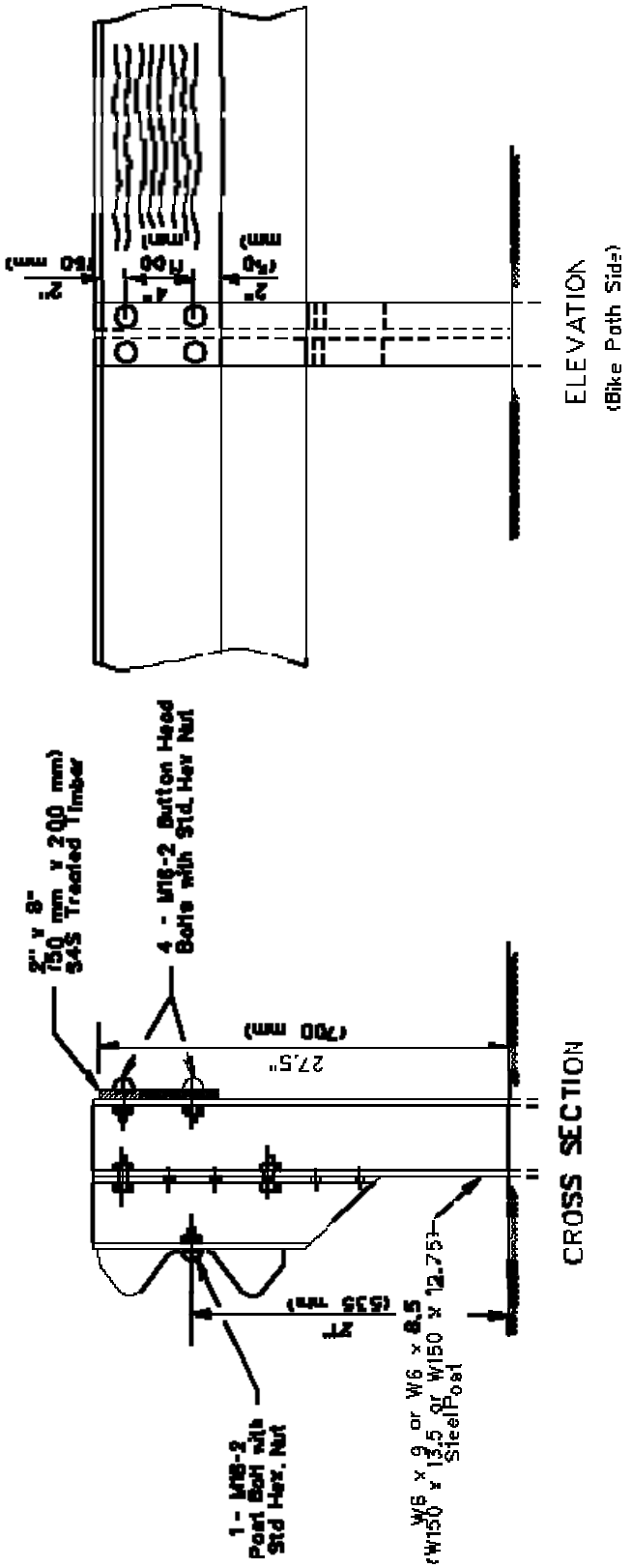
Bicycles also can be accommodated on a roadway by marking or re-marking the pavement to increase the width of the curb lane or to add bike lanes. For example, it may be feasible to:

- reduce the width of inside traffic lanes in accordance with IDOT and AASHTO criteria;
- reduce the median width, especially with the removal of raised curb medians, or the two-way center turn lane width;
- remove parking, possibly in conjunction with providing off-street parking;
- reduce the number of traffic lanes (e.g., if one-way couples are created or if a parallel roadway improvement reduces the traffic demand on an adjacent street that is more suited for bicycle travel) subject to analysis of capacity/safety/operational needs; and
- where grades for on-road bicycle facilities exceed bike path grades in Figure 17-2AF, consider using signs to alert bicyclists of upcoming grades.



BICYCLE RAILING

Figure 17-2P



PROTECTION OF BACKSIDE OF GUARDRAIL

Figure 17-2Q

17-2.02(h) Incidental Design Factors

Regardless of the type of improvement being developed, the following items always should be considered:

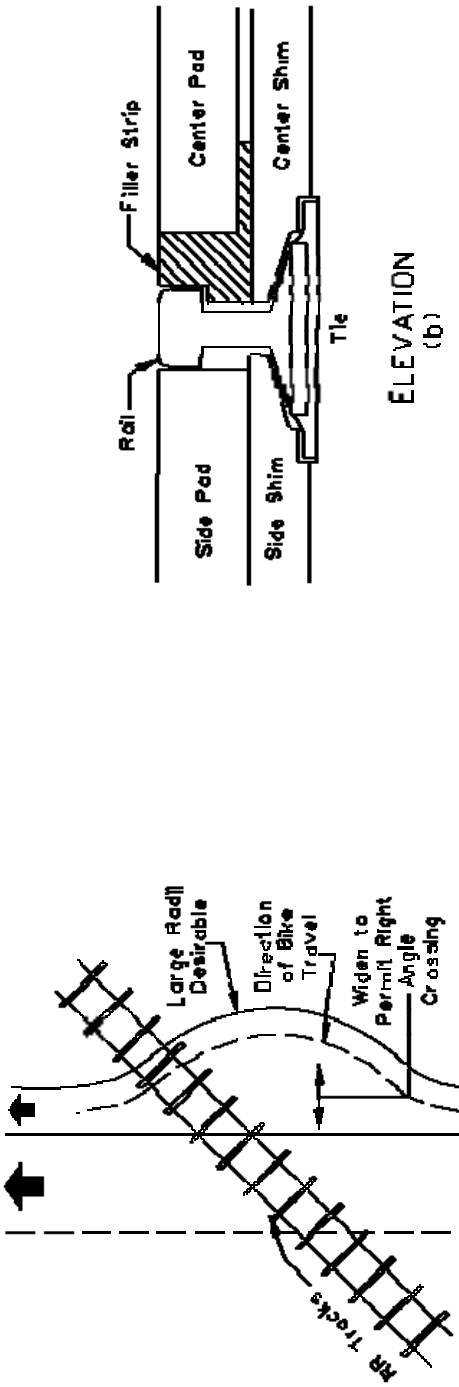
1. Drainage Grates. Drainage grates and utility covers on roads, bridge approaches, and bridges can be hazardous to bicyclists. Bicycles often have narrow tires and no shock absorbent systems, and therefore are more sensitive to older elongated-slot style drainage inlets and irregularities on the pavement surface. Current IDOT drainage grate designs suitable for bicycle travel include Types 3, 3V, 4, 9, 10, 11, 11V, 23, and 24. Types 20, 21, and 22 are conditionally acceptable if the vane length is perpendicular to bicycle travel. Other grates are acceptable if the opening slots do not exceed 6¼″ L x 1½″ W. In addition, grates and utility covers located in the bicyclists' expected path should be flush with the pavement.

   With pavement overlay projects, replace utility covers and non-conforming drainage grates and adjust them flush with the new surface. Project limits may be extended within reasonable distances (i.e., one block or more) to replace additional non-conforming drainage grates that present obvious hazards to bicyclists.

2. Railroad Crossings. Bicyclists should be able to cross railroad tracks at or near a right angle to minimize the potential for a bicycle's front wheel to become trapped in the flangeway, which would cause loss of steering control. The potential for a bicyclist's front wheel to be trapped in the rail flangeway increases when the angle of approach deviates greatly (20 degrees) from 90 degrees. When the crossing angle is less than 45 degrees, consider widening the outside lane, shoulder, or bicycle lane to improve the angle of approach (see Figure 17-2R(a)). Where this is not practical, consider using commercially available compressible flangeway fillers, such as that shown in Figure 17-2R(b), to provide a smooth transition over the rails. Design the bicycle portion of the pavement surface so that it is the same elevation as the rails and consistent with the vehicular crossing surface. Remove abandoned tracks, if practical, to eliminate the hazard.

3. Pavement Structure Considerations. Consider the following factors related to pavement structures:

   a. Joints and Drop-Offs. In new construction, pavement surface irregularities can cause a bicyclist to lose control and result in a crash. Because bicycle tires may be as narrow as 1 in (25 mm), gaps between pavement slabs and gutters or drop-offs at overlays, especially parallel to the direction of travel, can trap a bicycle wheel and result in loss of control. This loss of control can cause a bicyclist to fall or swerve into the path of motor vehicle traffic. To the extent practical, pavement surfaces should be free of irregularities and the edge of the pavement should be uniform in width. To assure pavement suitability, overlay projects should consider options to scarify the old pavement up to the gutter edge.



BIKE LANE CROSSING WITH RAILROAD

Figure 17-2R

b. Rumble Strips. Where rumble strips are placed across the traffic lane in rural areas to warn motorists of upcoming traffic controls, provide a minimum 3 ft (1.0 m) clear paved area on the paved portion of the shoulder to allow a bicyclist an opportunity to avoid the rumble strip. Shoulder rumble strips in areas where shoulders six feet wide or less are used for accommodation should be no more than 8 inches (150mm) in width.

c. Surface Type. Many rural roadways, because of their low traffic volumes, are very conducive to bicycling. When selecting the surface type and maintenance methods, consider the impacts on bicycle use. Particularly with oil and chip (A2/A3) surfaces, the aggregate specified should be a coarse aggregate, preferably CA 16, and care should be exercised to ensure that the surface is properly rolled and swept. Any loose stones and debris allowed to accumulate on the outer edges of the roadway or shoulder are extremely hazardous as it forces bicyclists to move from the roadway edge or shoulder toward the center of the roadway to avoid the hazard.

17-2.02(i) Bicycle Routes

It may be advantageous to sign some urban and rural roadways as bicycle routes, particularly if certain roadways provide preferred alternatives to heavily traveled highways. When providing continuity to other bicycle facilities, a bicycle route can be relatively short; however, a bicycle touring route can be quite long.

Base the decision whether to provide a bicycle route on the advisability of encouraging bicycle use on a particular road instead of on parallel and adjacent highways. Consider the roadway width and other factors (e.g., volume, speed, type of traffic, parking conditions, grade, sight distance) when determining the feasibility of a bicycle route.

Generally, bicycle traffic cannot be diverted to a less direct alternative route unless the favorable factors outweigh the inconvenience to the bicyclist. Roadway conditions such as adequate pavement width, drainage grates, railroad crossings, pavement smoothness, work schedules, and signal responsiveness to bicycles always should be considered before a roadway is identified as a bicycle route.

Bicycle route signing should not end at a barrier; rather, provide information signing to direct the bicyclist around the barrier. Further guidance on signing bicycle routes is provided in the *ILMUTCD*.

17-2.02(j) Signing, Marking, and Traffic Control

Signing, pavement markings, and traffic control for bicycle facilities will be in accordance with the criteria presented in the *ILMUTCD* and applicable local ordinances. For fully access controlled highway facilities, appropriate signing may be provided to prohibit bicycle access. Consult the District Operations Engineer and the District Bicycle and Pedestrian Coordinator to

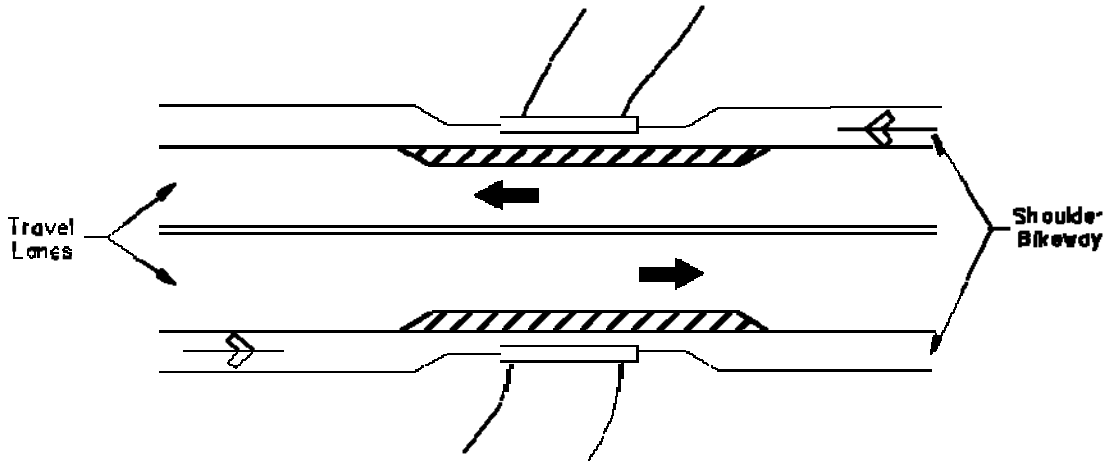
determine appropriate signing, pavement marking, and traffic control requirements. Signing and pavement markings are especially important at the approaches to intersections and at bike lane termini. Where a bike lane ends, bicyclists may be required to merge with motor vehicle traffic. Bicyclists should be encouraged with the appropriate signing and pavement markings to make lane changes in advance of the intersection.

Not all bicycle accommodations or bikeways need to be or should be marked as bike routes. Generally, only bike lanes and bicycle paths should be marked as designated bicycle facilities. The following are some examples of what should not be marked:

- wide curb lanes that provide intermittent access to businesses along the route, but provide no connection to another part of a bike route; and

- any facility that does not meet minimum design criteria in the AASHTO publication *Guide for the Development of Bicycle Facilities*.

However, short segments of a continuous bike route that do not meet minimum criteria may be marked if the user is adequately warned of the conditions. For example, where a roadway serves as a bikeway and intermittent restrictions on width exist, such as at narrow bridges, mark these obstructions with both signing and pavement markings to warn bicyclists and motorists of the hazards (see Figure 17-2S).



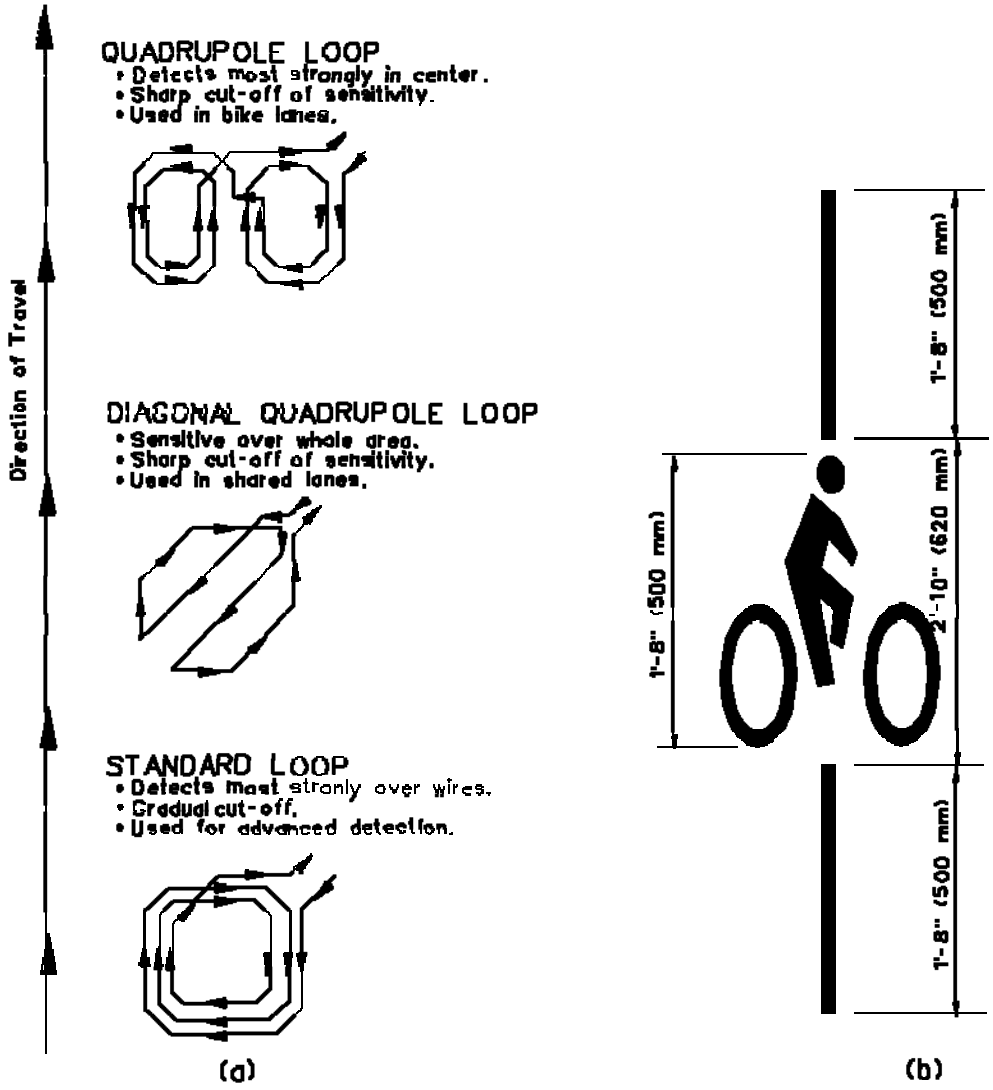
CLES

At signalized intersections where frequent bicyclists need access to a green signal phase, a number of acceptable alternative methods are available including timed signals (where a cyclist must wait for the signal to change), traffic-actuated detectors, and push-button actuation. This opportunity (to access a green signal) should be provided where a marked bikeway crosses the project corridor. Other crossing locations to consider include potential bicycle travel from schools, parks, or other significant destinations described in Section 17-1.04(b).

Traffic-actuated detection should be sensitive to bicycles and should be located in the bicyclist's expected path, including left-turn lanes if necessary. Figure 17-2T(a) shows three recommended loop types for bicycle detection, each with particular advantages. Figure 17-2T(b) shows a pavement-marking stencil used to designate where a bicyclist should stand to activate the detector loop. The following information on bicycle detection should be considered:

1. Quadrupole Loop Detectors. The quadrupole loop detector functions best in a bicycle path or lane situation. In such a situation, the expected position of a bicyclist can be easily predicted. This loop is less sensitive over its outer wire than over its center wires and is also relatively insensitive to motor vehicle traffic in neighboring lanes.

2. Diagonal Quadrupole Loop Detector. The diagonal quadrupole loop detector functions best in shared-roadway situations where the position of a bicycle cannot be easily predicted. This detector is equally sensitive over its entire width and is relatively insensitive to motor vehicle traffic in neighboring lanes.



RECOMMENDED LOOP TYPES AND PAVEMENT MARKINGS FOR BICYCLE DETECTION LOOPS

Figure 17-2T

Signal timing usually does not need to be lengthened to allow adequate time for bicycle crossing. The AASHTO publication *Guide for the Development of Bicycle Facilities* recommends calculating clearance intervals with a bicyclist's speed of 10 mph (16 km/h) and a perception/reaction/braking time of 2.5 seconds. Figure 17-2U illustrates the approximate times for bicycles to cross intersections. At extremely wide intersections, however, consider providing a median refuge area that is at least 6 ft (2 m) wide if signal timing would prohibit adequate crossing time.

Number of Lanes*	2	3	4	5	6	7	8	9
Approximate Time to Cross Intersection	4.2 sec	5.0 sec	5.8 sec	6.6 sec	7.4 sec	8.2 sec	9.0 sec	9.9 sec

** Assumes average of 12 ft (3.6 m) lane widths*

APPROXIMATE BICYCLE TRAVEL TIMES THROUGH INTERSECTIONS

Figure 17-2U

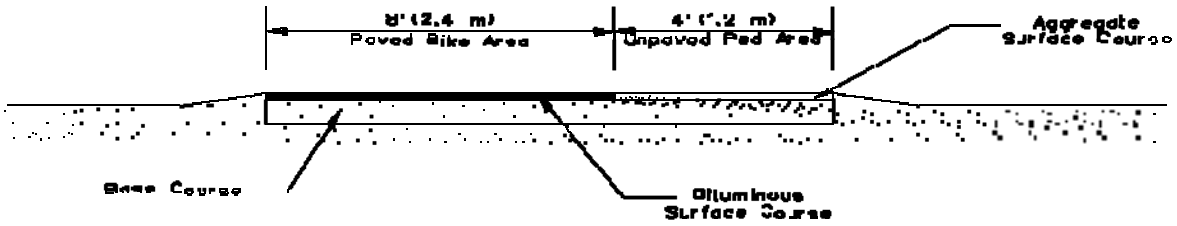
17-2.03 Separated Bicycle Facilities

Bicycle (or shared-use) paths are facilities on exclusive rights-of-way with minimal cross flow by motor vehicles. Bicycle paths can serve a variety of purposes. They can provide a commuting bicyclist with a shortcut through a residential neighborhood, such as a connection between two cul-de-sac streets. Bicycle paths can be located along abandoned railroad rights-of-way, on former canal towpaths, river banks, and other similar areas. Bicycle paths also can provide access to areas that are otherwise only served by limited-access highways that are closed to bicycles. Appropriate locations can be identified during the planning process.

Bicycle paths should be considered extensions of the highway system. They are intended for the preferential use of bicycles in much the same way as freeways are intended for the exclusive or preferential use of motor vehicles. There are many similarities between the design criteria for bicycle paths and those for highways (e.g., horizontal alignment determination, sight distance requirements, drainage, signing and markings). However, some criteria (e.g., horizontal and vertical clearance requirements, grades, pavement structure) are dictated by the operating characteristics of bicycles that are substantially different from those of motor vehicles (see Figures 17-3A and 17-3B). During design, always be cognizant of the operating characteristics of bicycles and how they influence the design of bicycle paths. The following sections provide guidance for designing safe and functional bicycle paths.

17-2.03(a) Shared-Use Paths

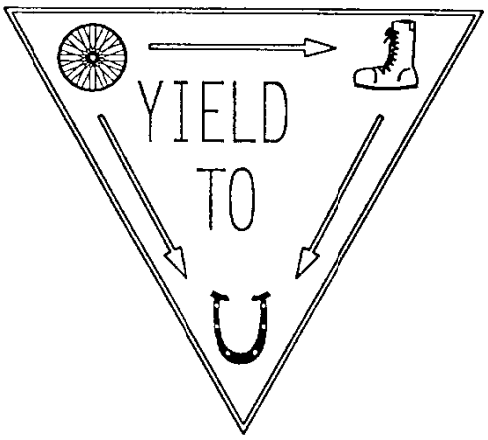
While exclusive bicycle use of a bicycle path is often ideal, it seldom occurs. For this reason, pedestrians, in-line skaters and other anticipated uses always should be considered in the design of the facility. Where practical, separate the areas to minimize the conflicts arising from the different speeds of these modes. If this is not feasible, provide additional width, signing and pavement markings, and partial paving, such as that shown in Figure 17-2V, to minimize conflicts and delineate rights-of-way.



ALTERNATE BIKE PATH CROSS SECTION WITH PARTIAL PAVING

Figure 17-2V

Using a path for both bicycles and horses is not a recommended practice. However, when circumstances dictate that horses share the same corridor as bicyclists, provide a minimum shoulder width of 3 ft (1 m) and provide signs to warn users of shared use (see Figure 17-2W) and to restrict equestrians to the shoulder. Further guidance on equestrian trails is provided in the publication *Trails for the Twenty-First Century*.



SHARED-USED PATH ETIQUETTE SIGN

Figure 17-2W

17-2.03(b) Width and Clearance

Widths for shared-use bicycle paths will vary in accordance with the conditions illustrated in Figure 17-2X. Figure 17-2Y illustrates the minimum cross sections for two-way, shared-use paths.

ANTICIPATED VOLUME	ONE-WAY(1)	TWO-WAY
< 300 Users per Peak Hour	6 ft (1.5 m)	10 ft (3.0 m)
> 300 Users per Peak Hour	7 ft (2.1 m)	12 ft (3.6 m) (2)

Notes:

1. *It should be recognized that one-way bicycle paths will often be used as two-way facilities unless effective measures are taken to assure one-way operation. Without such enforcement, it should be assumed that bicycle paths will be used as two-way facilities and designed accordingly.*

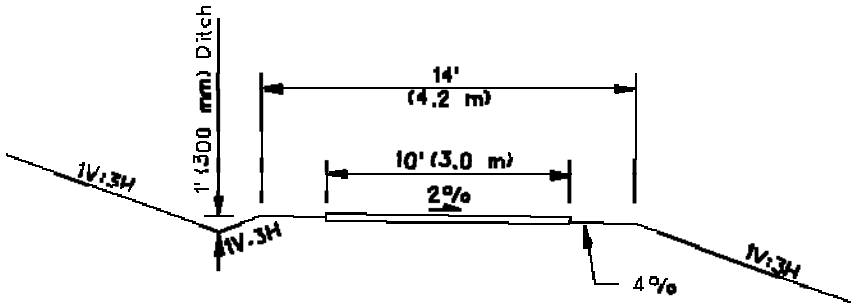
2. *Where usage exceeds 300 users per hour during the peak periods of usage, separating bicycle and pedestrian travel may be considered. Stripe 4 ft (1.2 m) bike lanes in each direction and a 4 ft (1.2 m) width for pedestrians, as shown in Figure 17-2Y. Constructing a separated pathway for pedestrians also may be considered.*

SHARED-USE BICYCLE PATH WIDTHS

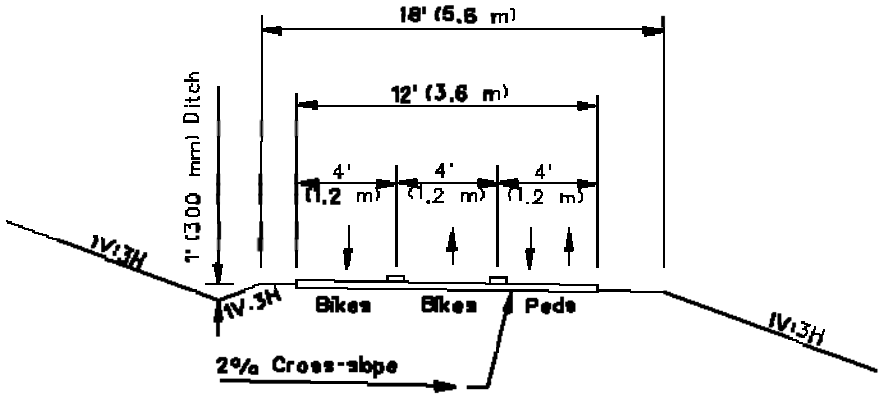
Figure 17-2X

A minimum 2 ft (600 mm) wide graded turf or gravel area should be maintained adjacent to both sides of the pavement; however, 3 ft (900 mm) or more is desirable to provide clearance from trees, poles, walls, fences, guardrails, and other lateral obstructions. A wider graded area on either side of the bicycle path also can serve occasional equestrian use or as a separate jogging path. See Section 17-2.02(c).

Where a two-way bike path is physically located within the highway right-of-way, it shall be separated horizontally from motorized traffic so as not to interfere with the operational aspects of the roadway. This separation should be as wide as practical, but not less than 5 ft (1.5 m), and still allow the bicyclist to be visible by the motorist. For example, in an urban section, a two-way bike path would be placed much like a typical sidewalk, provided the edge of the path is more than 5 ft (1.5 m) from the curb face (see Figure 17-2Z). In a rural section, it is desirable for a two-way bike path to be located on the top of the back slope. At a minimum, the path should be no less than 10 ft (3 m) from the edge of the traffic lane in a rural section. In all cases, where a bike path is expected to cross a street near an intersection, the bike path should cross the side street either in a typical crosswalk fashion as in Figure 17-2AI or mid-block (see the AASHTO *Guide for the Development of Bicycle Facilities*).



TYPICAL BIKE PATH FOR MINIMAL SHARED USE



TYPICAL BIKE PATH FOR SUBSTANTIAL SHARED USE
(Optional Striping Shown)

CROSS SECTIONS FOR TWO-WAY, SHARED-USE BICYCLE PATHS

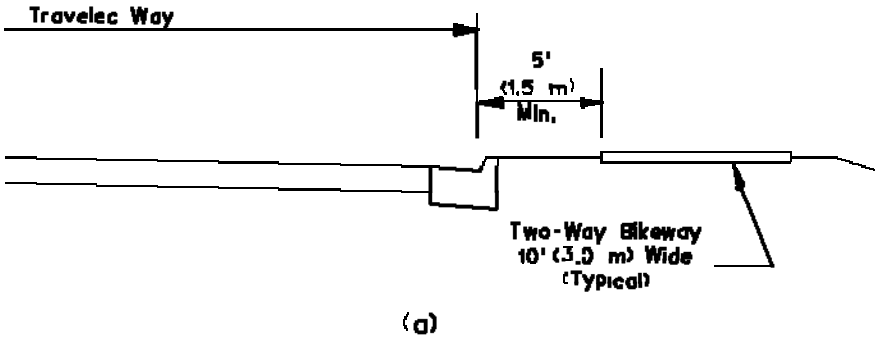
Figure 17-2Y

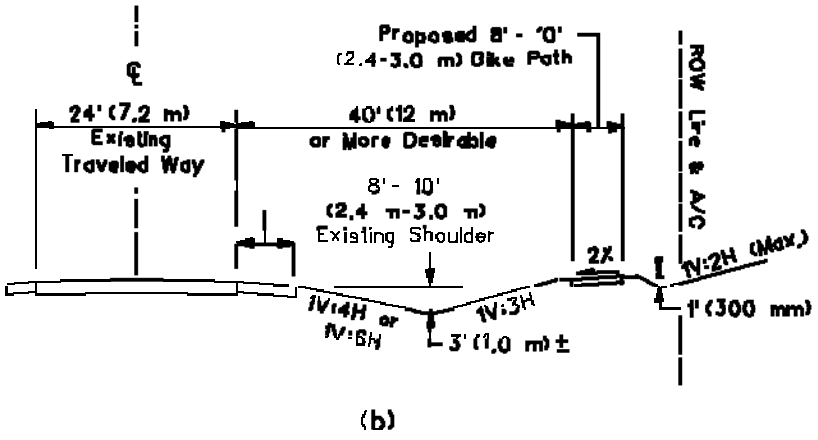
Protect two-way bikeways located less than 5 ft (1.5 m) from the traveled way (generally, the face of the curb) with a 3.5 ft (1.1 m) high barrier. Such barriers serve both to prevent bicyclists from making undesirable movements between the path and the highway shoulder and to reinforce the concept that the bicycle path is an independent facility. For additional information on barriers and railings, see Section 17-2.01(e).

The consideration of safety rails alongside slopes should be based on a subjective analysis of trail-side elements and conditions. Generally, if the consequences of striking a fixed object hazard or running off the path are believed to be more serious than hitting the railing, then the barrier may be warranted. In addition, the cost effectiveness and probability of encroachment also should be considered. For example, along a lengthy tangent section of bicycle path on an elevated railroad section, the cost effectiveness of installing safety rail along the entire distance would be questionable; however, the placement of rail at clearly hazardous locations (e.g., river crossing approaches, less than minimum widths and curves, potential points of conflict) would be prudent. Select the treatment that is judged to be the most practical and cost-effective for the site. The range of treatments includes:

- eliminating the hazard (e.g., flatten embankment, remove rock outcroppings);
- relocating the hazard;
- shielding the hazard with safety railing; or
- doing nothing.

The determination of the separation distance between a bike path and an active railroad is dependent on the speed and frequency of the rail service, the amount of access available to the railroad from the surrounding area, and the requirements of the railroad company. For low speed and low frequency service, the separation may be as little as 10 ft – 15 ft (3 m – 5 m), with no physical barrier (e.g., fencing, landscaping). As railroad speeds and frequencies increase, the requirements for increased separation and a physical barrier increase as well. An 8 ft (2.4 m) high chain link fence or other barrier type may be required to satisfy the railroad company that bicyclists will be adequately separated from the hazards of the trains.





CROSS SECTION OF PATH SEPARATED FROM ADJACENT ROADWAY

Figure 17-2Z

The vertical clearance to obstructions should be a minimum of 8 ft (2.4 m). However, vertical clearance may need to be greater to permit passage of maintenance vehicles, rescue vehicles, and ambulances. Rescue vehicles typically can exceed 9 ft (2.7 m) in height and 9 ft (2.7 m) in width. In undercrossings and tunnels, a vertical clearance of 10 ft (3 m) is desirable. The geographical location of the vertical obstructions as well as alternate access points, are primary considerations for determining clearance. It is imperative that adequate clearance be provided where the bikeway offers the primary access to a remote location. Any overhead restrictions with less than a 10 ft (3 m) clearance should be marked on the structure according to the *ILMUTCD.*

17-2.03(c) Design Speed

Bicycle paths should be designed for a selected speed that is at least as high as the preferred speed of the faster bicyclists. In general, use a minimum design speed of 20 mph (30 km/h). However, where the grade exceeds 4% or where strong prevailing tail winds exist, (e.g., along a lake or river), a design speed of 30 mph (50 km/h) is advisable.

On unpaved paths, where bicyclists tend to ride slower, use a lower design speed of 15 mph (25 km/h). Similarly, where the grades or the prevailing winds dictate, a higher design speed of 25 mph (40 km/h) should be considered.

17-2.03(d) Horizontal Alignment and Superelevation

Unlike an automobile, a bicycle must be leaned while cornering to prevent it from falling outward due to centrifugal force. The balance of centrifugal force due to cornering, and the bicycle's downward force due to its mass, act through the bicycle/operator's combined center of mass which must intersect a line that connects the front and rear tire contact points.

The horizontal curvature should not require a bicyclist to use a lean angle greater than 15°. At these curves, the minimum radius is calculated by the following equation:

$$R_{min} = 0.067\ V^2/\tan\theta \qquad \text{(U S Customary) (Equation 17-2.1)}$$

$$R_{min} = 0.0079\ V^2/\tan\theta \qquad \text{(Metric) (Equation 17-2.1)}$$

Where: R_{min} = minimum radius of curvature, ft (m)
V = design speed, mph (km/h)
θ = lean angle from vertical, degrees

Figure 17-2AA presents minimum radii for horizontal curves where lean angles up to 15° are appropriate and the bike path is paved.

DESIGN SPEED (V)		LEAN ANGLE (θ) (degrees)	MINIMUM RADIUS (R_{min})	
mph	km/h		ft	m
15	20	15	55	12
20	30	15	100	27
25	40	15	155	47
30	50	15	225	74

DESIRABLE MINIMUM RADIUS FOR PAVED PATHS BASED ON 15° LEAN ANGLE

Figure 17-2AA

Where a lean up to 20° can be tolerated, the minimum radius is calculated by the following equation:

$$R_{min} = \frac{V^2}{15\left(\frac{e}{100} + f\right)}$$ (US Customary) (Equation 17-2.2)

$$R_{min} = \frac{V^2}{127\left(\frac{e}{100} + f\right)}$$ (Metric) (Equation 17-2.2)

Where:
R_{min} = minimum radius of curvature, ft (m)
V = design speed, mph (km/h)
e = superelevation rate, percent
f = side-friction factor

Figure 17-2AB presents minimum radii for horizontal curves where lean angles up to 20° can be tolerated and the bike path is paved. The radii assume a maximum superelevation rate of 2%. Where transitioning from a 2% cross slope on tangent to a 2% superelevation rate on the high side of the curve, use a minimum transition length of 15 ft (5 m).

DESIGN SPEED (V)		SIDE-FRICTION FACTOR (f) (Paved Surface)	MINIMUM RADIUS (R_{min})	
mph	km/h		ft	m
15	20	0.31	45	10
20	30	0.28	90	24
25	40	0.25	155	47
30	50	0.21	260	86

MINIMUM RADII FOR PAVED PATHS BASED ON 2% SUPERELEVATION RATE AND 20° LEAN ANGLE

Figure 17-2AB

Figure 17-2AC presents minimum radii for horizontal curves where lean angles up to 20° can be tolerated and the bike path is unpaved.

DESIGN SPEED (V)		SIDE-FRICTION FACTOR (f) (Unpaved Surface)	MINIMUM RADIUS (R_{min})	
mph	km/h		ft	m
15	20	0.16	85	18
20	30	0.14	165	45
25	40	0.12	300	90
30	50	0.11	460	152

MINIMUM RADII FOR UNPAVED PATHS BASED ON 2% SUPERELEVATION RATE AND 20° LEAN ANGLE

Figure 17-2AC

When a lean angle of 20° is used, the bicyclist taking the curve will occupy more horizontal space and more width needs to be provided. In these cases, the pathway width should be increased as in Figure 17-2AD and a centerline located in the middle of the curve.

When curve radii smaller than those shown in Figure 17-2AB must be used because of limited right-of-way, topographical features, or other considerations, standard curve warning signs and supplemental pavement markings should be installed according to the *ILMUTCD*. The negative effects of sharper curves can also be partially offset by widening the pavement through the curves as shown in Figure 17-2AD.

17-2.03(e) Drainage

Bicycle path pavements should have a cross slope of 2% for drainage. Sloping in one direction instead of crowning is preferred and usually simplifies the drainage and surface construction. A smooth surface is essential to prevent water ponding and ice formation. Shoulders should provide further positive drainage by sloping at 2% to 4%.

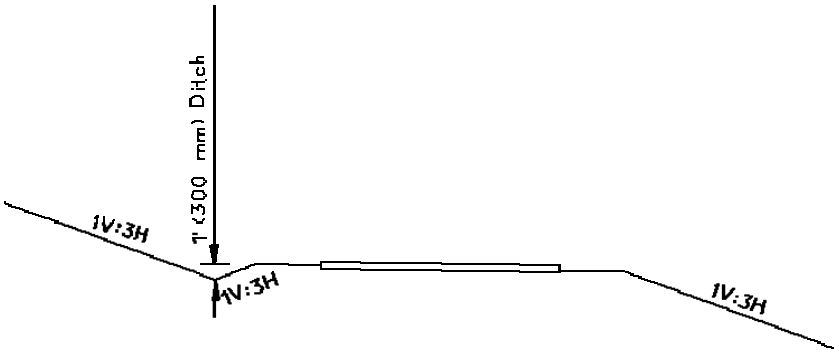
Where a bicycle path is constructed on the side of a hill, a ditch of suitable dimensions should be provided on the uphill side to intercept the hillside drainage. Design these ditches so as not to present an obstacle to bicyclists. Figure 17-2AE shows the dimensions of a suitable ditch. Where necessary, provide catch basins with drains to carry intercepted water under the path. Locate drainage grates and manhole covers outside the traveled way of bicyclists. To assist in draining the area adjacent to the bicycle path, consider preserving the natural ground cover. Include seeding, mulching, and sodding of adjacent slopes, swales, and other erodible areas in the design plans.

US Customary		Metric	
Curve Radius (ft)	Additional Pavement Width (ft)	Curve Radius (m)	Additional Pavement Width (m)
0-25	4	0-7.5	1.2
25-50	3	7.5-15	0.9
50-75	2	15-22.5	0.6
75-100	1	22.5-30	0.3
100+	0	30+	0

Note: Only use additional pavement width where curve radii are less than design speed of bike path or where a 20° lean angle is assumed.

BIKEWAY CURVE WIDENING FOR VARIOUS CURVE RADII

Figure 17-2AD



BIKE PATH DRAINAGE
Figure 17-2AE

17-2.03(f) Grade

Long excessive grades on bicycle paths should be kept to a minimum. Avoid using grades greater than 5% because they are difficult for many bicyclists to ascend and the descents cause some bicyclists to exceed the speeds at which they are competent. Where terrain dictates, designers may need to exceed the 5% grade for short sections in accordance with Figure 17-2AF.

Shared Use Path Grade	Length
5-6%	For up to 800 ft (240 m)
7%	For up to 400 ft (120 m)
8%	For up to 300 ft (90 m)
9%	For up to 200 ft (60 m)
10%	For up to 100 ft (30 m)
11+%	For up to 50 ft (15 m)

GRADE RESTRICTIONS FOR SHARED USE PATHS

Figure 17-2AF

Grades steeper than 3% are not practical for bicycle paths with crushed aggregate surfaces. Where terrain dictates and where the proposed bike path is to be constructed with crushed stone, provide a stabilized surface on the portions of the path with the steeper grades. This design feature also has advantages of alleviating erosion on steep slopes and enhances safety by improving skid resistance.

Options to mitigate problems caused by excessive grades are as follows:

- When using a long grade, provide an additional 4 ft to 6 ft (1.2 m to 1.8 m) of width to permit slower speed bicyclists to dismount and walk their bikes up the grade.
- Provide signing to alert bicyclists of the maximum percent of grade.
- Provide recommended descent speed signing.
- Exceed minimum stopping sight distances and provide longer radius curves.

17-2.03(g) Accessibility

The vast majority of independent bicycle paths in Illinois are located on abandoned railroads, which were originally located and constructed where changes in elevation and, thus, grades could be minimized. Many miles (kilometers) of paths have been fashioned from canal towpaths. These grades are ideal for meeting the needs of all users, including disabled users. Logically located access points to these paths also should ensure a disabled person's ability to access and use these facilities. Paths will exist, however, that will be impractical or environmentally inappropriate to provide access for the disabled. The conditions that would prevent full accessibility include those that:

- Cause harm to significant natural, cultural, historic or religious characteristics of a site;
- Alter the fundamental experience of the setting or intended purpose of the trail;
- Require construction methods that are prohibited by federal, state or local regulations; and
- Involve terrain characteristics (e.g., slope, soils, geologic or aquatic) that prevent compliance with the technical provisions (being developed by the Regulatory Negotiation Committee on Outdoor Developed Areas).

Available funding for the project is insufficient grounds for meeting ADA requirements. The ADA Access Board's publication *Recommendations for Accessibility Guidelines: Recreational Facilities and Outdoor Developed Areas* suggests that paths be assessed according to their "challenge level." Locate major path heads and access points and their associated facilities near areas that are available to all users, so that the facility may be enjoyed by as many users as possible. Thus, path heads and access points should be accessible to all users. However, because areas of the path may not be accessible to all users, the challenge level of each facility should be posted for the utility of all disabled users.

Outdoor linear bikeways/paths are classified based on the level of development of the surrounding area. A "Highly" developed area would be represented by a bikeway/path running through an urbanized area, such as a downtown area or a college campus. A "Moderately" developed area

might be a path located along a river or canal in a semi-urbanized area. A "Minimally" developed area would be represented by a remote hiking path largely carved out of the existing landscape.

The accessibility challenge level varies with the function of the particular segment of the facility. Access routes, for example, from the parking lot to the path itself, require a higher level of development than the path. Accessibility for each of these types of facilities becomes more difficult as they become more remote. Accordingly, a "Highly" developed area should present an easier level of accessibility. A "Moderately" developed area presents a more moderate level of accessibility, and a "Minimally" developed area presents a more difficult accessibility level. Figure 17-2AG presents design criteria for both access routes and paths.

At all roadway crossings, detectable warnings, specifically truncated domes shall be included in the bike paths as discussed in BDE Procedure Memorandum 35-05.

TYPE OF FACILITY	LEVEL OF DEVELOPMENT					
	Highly		Moderately		Minimally	
	A[1]	B[1]	A	B	A	B
Sustained Running Grade (max)	5%	5%	5%	8%	8%	12%
Maximum Grade Allowed[2]	8%	10%	10%	14%	10%	20%
For a Maximum Distance	30 ft (9 m)	30 ft (9 m)	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)
Cross Slope (max)	3%	3%	3%	5%	3%	8%

1. *Column A is the accessibility design criteria for access routes to bicycle paths. Column B is the design criteria for bicycle paths.*

2. *Maximum grade should not exceed the sustained running grade for more than 20% of length.*

SUMMARY OF ACCESSIBILITY DESIGN CRITERIA FOR BICYCLE PATHS/TRAILS
Figure 17-2AG

17-2.03(h) Sight Distance

To provide bicyclists with an opportunity to see and react to the unexpected, a bicycle path should be designed with adequate stopping sight distance and intersection sight distance. The distance required to bring a bicycle to a full controlled stop is a function of:

- the bicyclist's perception and brake reaction time,
- the initial speed of the bicycle,
- the coefficient of friction between the tires and the pavement, and
- the braking ability of the bicycle.

See the AASHTO publication *Guide for the Development of Bicycle Facilities* for information on determining adequate sight distance.

Bicyclists frequently ride abreast of each other on bicycle paths and, on narrow bicycle paths, bicyclists have a tendency to ride near the middle of the path. For these reasons, and because of the serious consequences of a head-on bicycle crash, calculate lateral clearances on horizontal curves based on the sum of the stopping sight distances for bicyclists traveling in opposite directions around the curve. Where this is not feasible, consider widening the path through the curve, installing a yellow center stripe, installing turn or curve signs (W1-1 or W1-2) as appropriate, or "REDUCE SPEED" sign, or some combination of these alternatives.

17-2.03(i) Bike Path Intersections

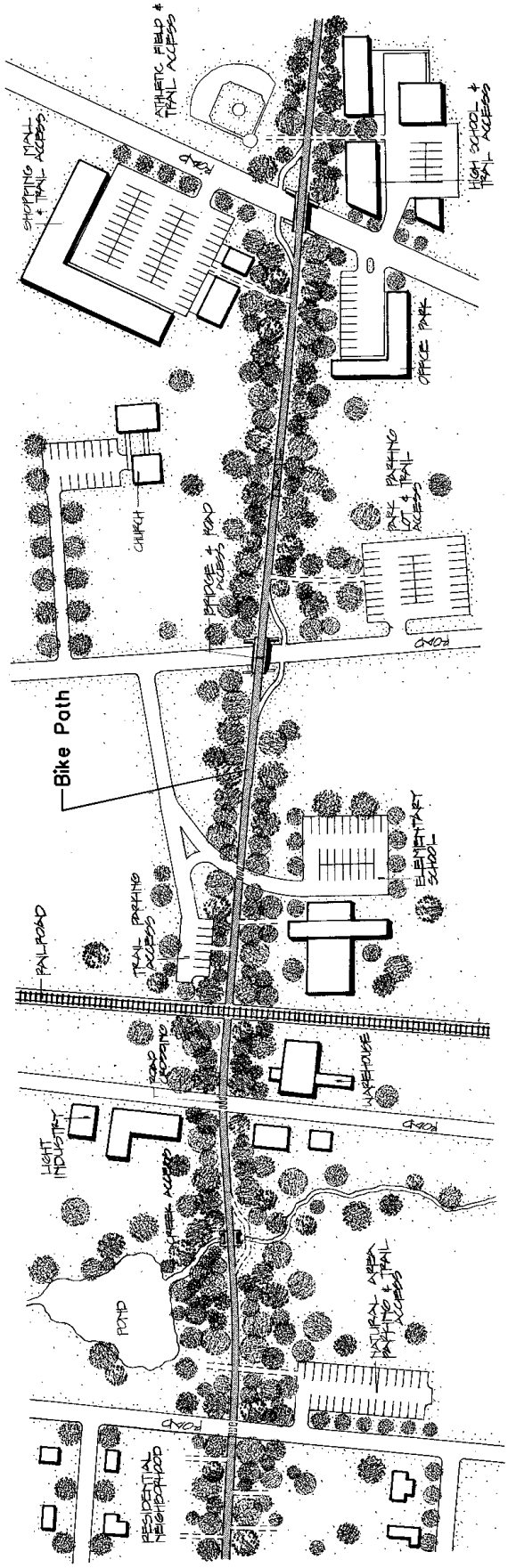
Very few bikeways start and end at a trail head without crossing various transportation elements in between. These intersections can be roadways, railroads, or other bike paths. These points of intersection present potential conflicts and must be thoroughly analyzed to consider their impacts on the trail user as well as the user of the other intersecting legs. Figure 17-2AH illustrates how a bikeway could interact with a variety of intersections. All bike paths entering a public right-of-way requires the installation of truncated domes on the path.

Roadway Intersections

Intersections with roadways are important considerations in bicycle path design. It is important to understand that the majority of bicycle travel on pathways is not from endpoint to endpoint and that cyclists will use the roadway system as access and egress to the path. It is, therefore, imperative to ensure safe and reasonable points of access to and from roadways along the length of the bike path.

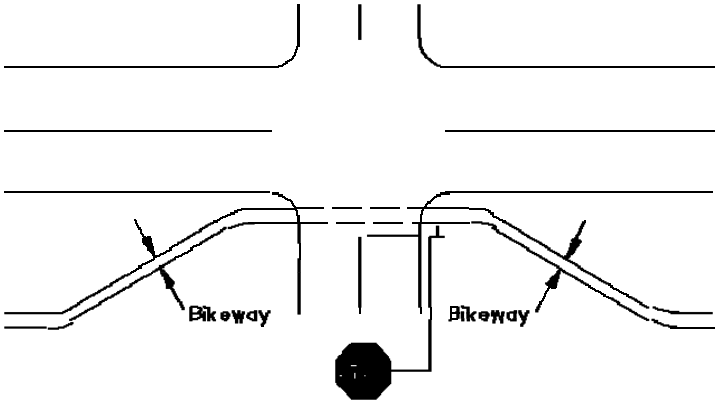
According to AASHTO, it is preferable that the crossing of a bicycle path and a highway be at a location significantly away from the influence of intersections with other highways. Controlling vehicular movements at such remote intersections is more easily and safely accomplished through the application of standard traffic control devices and normal rules of the road.

Where physical constraints prohibit such independent intersections, the crossing may be at or adjacent to a pedestrian crossing, as shown in Figure 17-2AI. These joint crossings should meet the requirements of Figure 17-2X where possible to accommodate dual use. However, any use of rerouting that causes redundant travel may be perceived as a barrier and should not be used. Use engineering judgment to decide when such safety measures are necessary and cost effective by considering traffic volumes, motor vehicle speeds, and anticipated usage. Assign right-of-way and provide adequate sight distance to minimize the potential for conflicts resulting from unconventional turning movements.



BIKE PATH /TRAIL INTERACTION WITH VARIOUS INTERSECTIONS

Figure 17-2AH



SHARED BICYCLE/PEDESTRIAN CROSSING

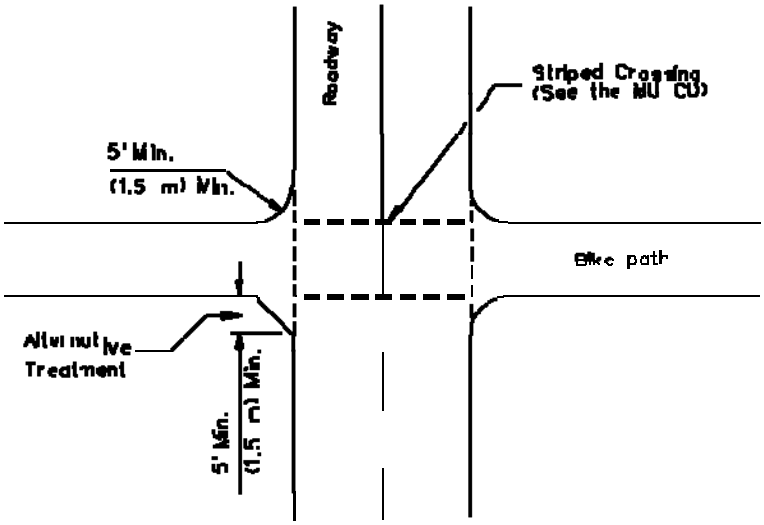
Figure 17-2AI

Where bike paths cross roadways, assess the safety potential of the crossings. Evaluate the crossing according to the minimum pedestrian volume and school crossing control criteria provided in the *ILMUTCD* and the ITE publication *School Trip Safety Program Guidelines*. This guidance indicates that adequate gaps need to occur on an average of at least one per minute during times of predominate usage. If adequate gaps are not available, some form of crossing control is warranted. Control can include flashing lights, signals, or a grade separation. At crossings with high-volume, multi-lane arterial highways where a signal or a grade separation is not warranted, consider providing a median refuge area for bicyclists. At all roadway crossings, detectable warnings, specifically truncated domes shall be included in the bike paths as discussed in BDE Procedure Memorandum 35-05.

Where bicycle paths terminate at existing roads, it is important to integrate the path into the existing system of roadways. Properly design the terminals to transition the traffic into a safe merging or diverging situation. Provide appropriate signing to warn and direct both bicyclists and motorists regarding these transition areas. Ensure that bicycle path signs are located so that they do not confuse motorists and that roadway signs are placed so as not to confuse bicyclists.

Bicycle path intersection approaches should have relatively flat grades. Check stopping sight distances at intersections and provide adequate warning to allow bicyclists to safely stop before the intersection, especially on downgrades.

Flare the ramps for curb cuts at intersections to allow bicycle movements from the roadway to the path. A minimum flare of 5 ft (1.5 m), as shown in Figure 17-2AJ, will allow bicycles, especially tandem bicycles (i.e., two-person bicycles) and bicycles with trailers, a better opportunity to negotiate the turn without running off the pathway. If maintenance vehicles are expected to access the trail at these points, provide a 15 ft (4.5 m) flare to reduce edge rutting and turf disturbance.



CURB FLARES AT BICYCLE/ROAD INTERSECTIONS

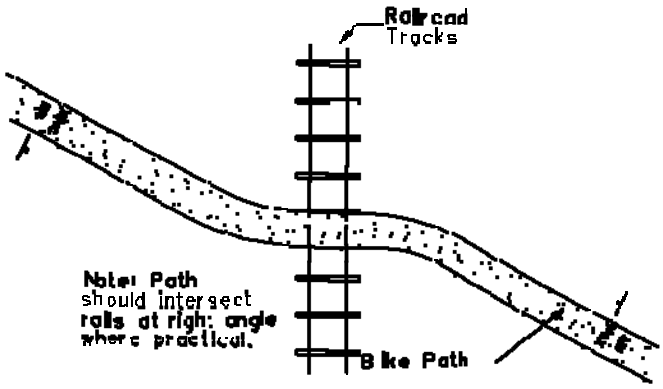
Figure 17-2AJ

Railroad Crossings

Where independent bike paths intersect with railroads, locate the crossing as close to a right angle as practical for safety reasons, as shown in Figure 17-2AK. See Item 2 in Section 17-2.01(g) for specific design guidance. Signing and pavement markings shall be in accordance with the *ILMUTCD*. Crossbuck signs and pavement markings are minimum advanced warning requirements. In addition, ensure that adequate sight distance is provided so bicyclists can see approaching trains. Existing and planned railroad operations always should be factored into the design elements of the crossing. As train speeds and frequencies increase, the level of crossing protection should increase. It may be necessary to provide train activated crossing gates and signals, along with fencing, to ensure the safety of bicyclists and to satisfy the requirements of the railroad company. In extreme situations, rerouting the bike path to an adjacent roadway crossing or installing an underpass or overpass may provide the only crossing solution.

Bike Path Crossings

Where paths intersect with other paths, the minimum radius provided should be 15 ft (4.5 m), as shown in Figure 17-2AL, to accommodate tandem bicycles, bicycles with trailers, and occasional vehicular movements without running off the pathway. These movements are likely to be negotiated at higher speeds and thus larger radii are necessary.



BIKE PATH/RAILROAD INTERSECTIONS

Figure 17-2AK

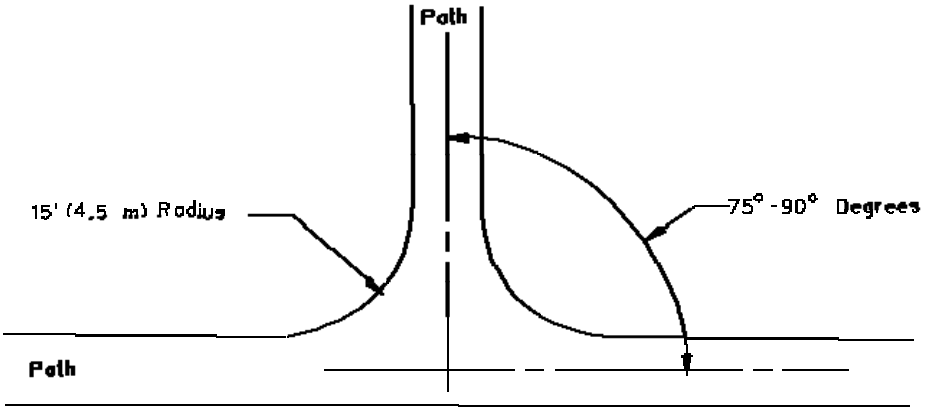
17-2.03(j) Structures

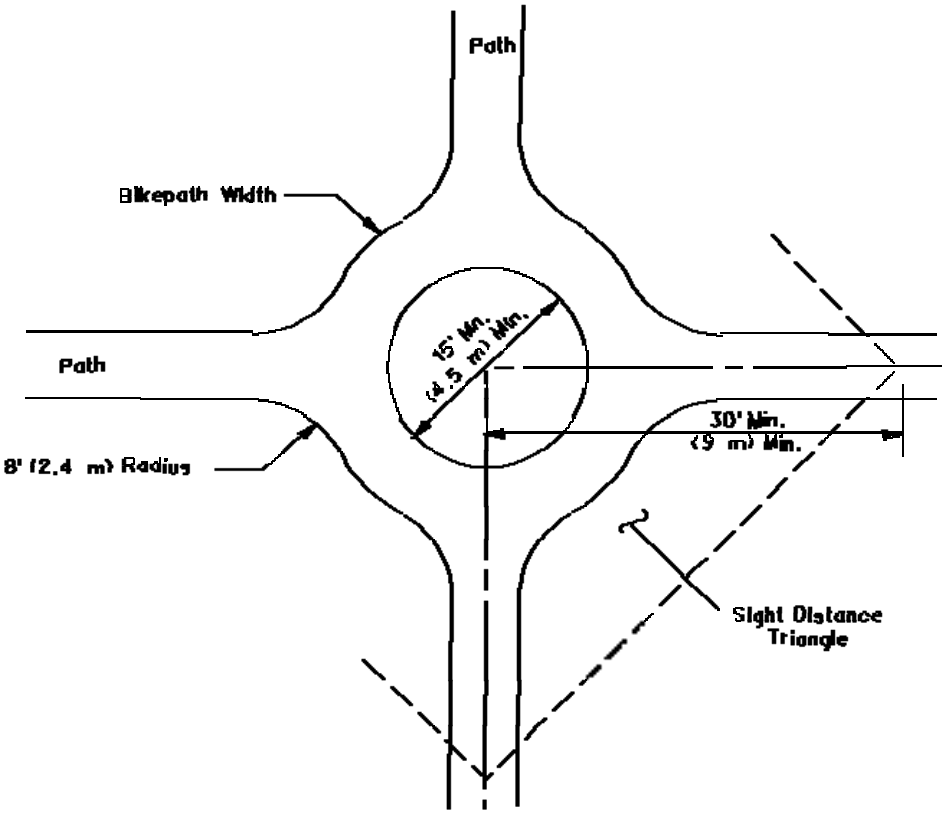
An overpass, underpass, small bridge, or drainage facility may be necessary to provide continuity to a bicycle path. For continuity purposes, it also may be necessary to continue a bike path across a highway structure. Section 17-2.01(e) provides design criteria for bikeway facilities on highway structures (e.g., widths, barriers, railings).

With new bicycle path structures, the minimum clear width should be the same as the path's paved approach, and the desirable clear width should be 2 ft (600 mm) minimum on each side. See Figure 17-2AM. Carrying the clear width across a bicycle path structure has two advantages. First, it provides a minimum horizontal shy distance from the railing or barrier; and second, it provides needed maneuvering space to avoid conflicts with pedestrians and other bicyclists who are stopped on the bridge. For example, additional width may be warranted on structures over rivers where users would likely stop to enjoy the view. Users would be less likely to stop on bridges over railroads or highways or in tunnels. See Section 17-2.02(d) for additional guidance on bikeway widths and horizontal and vertical clearances.

Bridges designed exclusively for bicycle traffic should be designed for pedestrian live loadings in accordance with the AASHTO publication *Guide Specifications for Design of Pedestrian Bridges*. In general, multipurpose bridges should be designed to support their anticipated traffic. Bridges that must provide access for ambulances or rescue vehicles shall support a minimum design load of 6.25 tons (55.6 kN).

On all bridge decks, ensure that bicycle-safe expansion joints are used. Where wood planking is used for flooring, it should be placed 45 to 90 degrees from the direction of travel as shown in Figure 17-2AM.

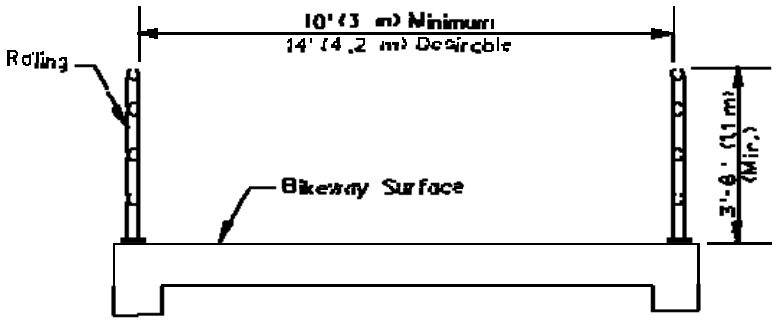




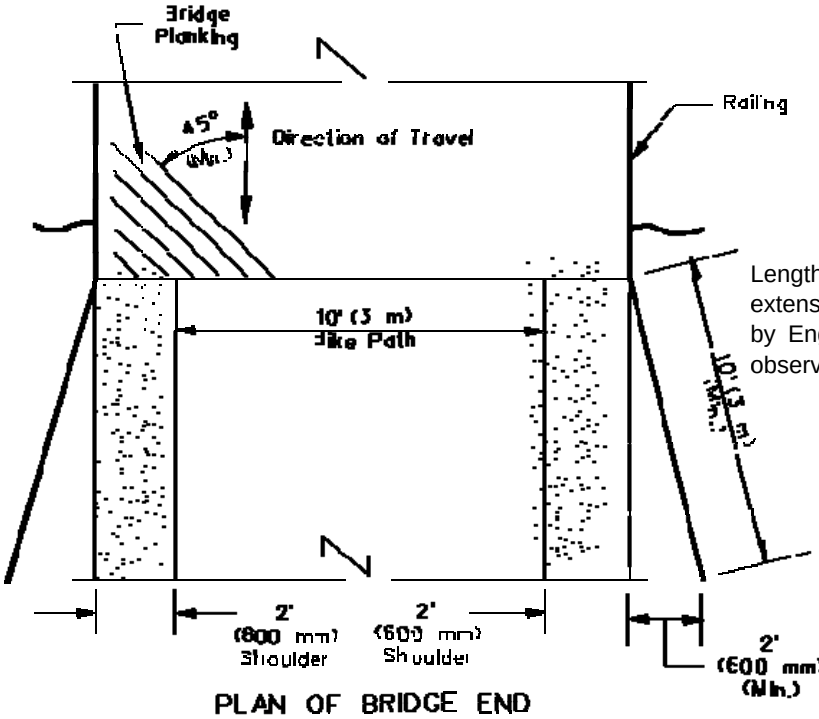
Note: Consider "KEEP RIGHT" signs.

BIKE PATH INTERSECTIONS

Figure 17-2AL



BRIDGE CROSS SECTION



Length and angle railing extension to be determined by Engineer based on field observations.

PLAN OF BRIDGE END

PLAN AND CROSS SECTION OF BIKE PATH BRIDGE WITH RAILING EXTENSION

Figure 17-2AM

Bridge railings on paths should be a minimum of 3.5 ft (1.1 m) tall. Bridge approaches should provide a safety railing as shown in Figure 17-2AM to protect users from hazardous conditions.

Certainly, other types of bikeway structures will be necessitated by the various ways that bikeways can interface with roadways, rivers, or railroads. Bikeways can utilize the underside of a highway or railroad bridge. Bikeways can cross under roadways or railroads in various ways, as illustrated in Figures 17-2N, 17-2AN, and 17-2AO.

Design of bikeway tunnels should follow the same guidance for size and overhead clearance, as discussed in Section 17-2.02(d), with recognition of the types of traffic that need to be accommodated (e.g., emergency vehicles). With tunnels or box culverts exceeding 100 ft (30 m) in length, the users' sense of security is enhanced with larger openings (minimum 10 ft (3 m) high and 14 ft (4.2 m) wide). The alignment of the approaching path should provide a clear view through the structure where practical. On long structures, such as under multi-lane highways, a shaft opening at the median can provide natural light and ventilation. Lighting should be considered in areas where security is a concern (see Section 17-2.02(n)). Where bikeways are routed under highway bridges, drainage from the bridge above should be routed to drain away from the path surface.

In limited, restricted cases, bicycle access sometimes can be provided under roadways or railroads through pedestrian underpasses. While not ideal, because a bicyclist may need to dismount and act as a pedestrian, these underpasses sometimes offer a safer alternative than an at-grade crossing. Where bicyclists are required to walk their bicycles up stairs, provide ramps at the outer edge to facilitate ease of access and egress as shown in Figure 17-2AP.

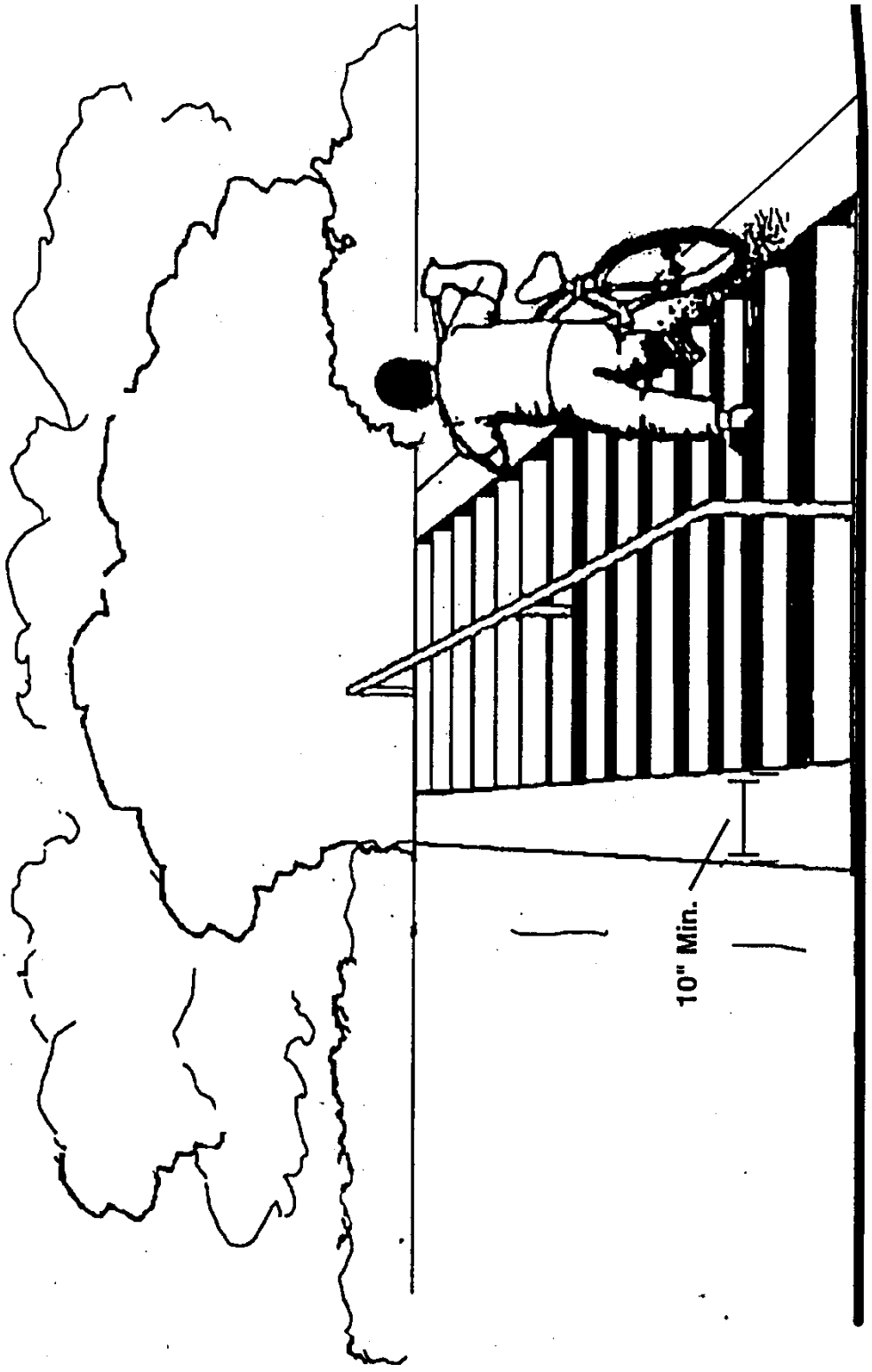
In areas where water flow is intermittent and minimal, paved fords may be a reasonable option to a bridge.

17-2.03(k) Signing and Marking

Adequate signing and marking are essential on bicycle paths, especially to alert bicyclists to potential conflicts and to convey regulatory messages to both bicyclists and motorists at highway intersections. Provide warning signs for design elements that are less than minimum criteria (e.g., less than minimum curve radii, vertical or horizontal clearances, speeds dictated by grades) to warn the user of these conditions. In addition, use guide signing, (e.g., directions, destinations, distances, route numbers, names of crossing streets) in the same manner as they are used on highways. In general, uniform application of traffic control devices, as described in the *ILMUTCD*, will tend to encourage proper bicyclist, as well as motorist, behavior.

BOX CULVERTR INTENDED FOR FUTURE BIKEWAY
Figure 17-2AN

BIKE PATH DEPRESSED TO GAIN ADEQUATE VERTICAL CLEARANCE
Figure 17-2AO



BIKE RAMP AT STAIR ACCESS
Figure 17-2AP

Consider a broken yellow centerline stripe (3 ft (1 m) stripe with 10 ft (3 m) gap) to separate opposite directions of travel. This is particularly beneficial in the following circumstances:

- for heavy volumes of bicycles,
- on curves with restricted sight distance, and
- on unlighted paths where nighttime riding is expected.

White edge lines also can be very beneficial where nighttime bicycle traffic is expected. Marking should be considered for shared-use paths that are 13 ft (4 m) or wider to delineate lanes for bicyclists and pedestrians, as shown in Figure 17-2Y.

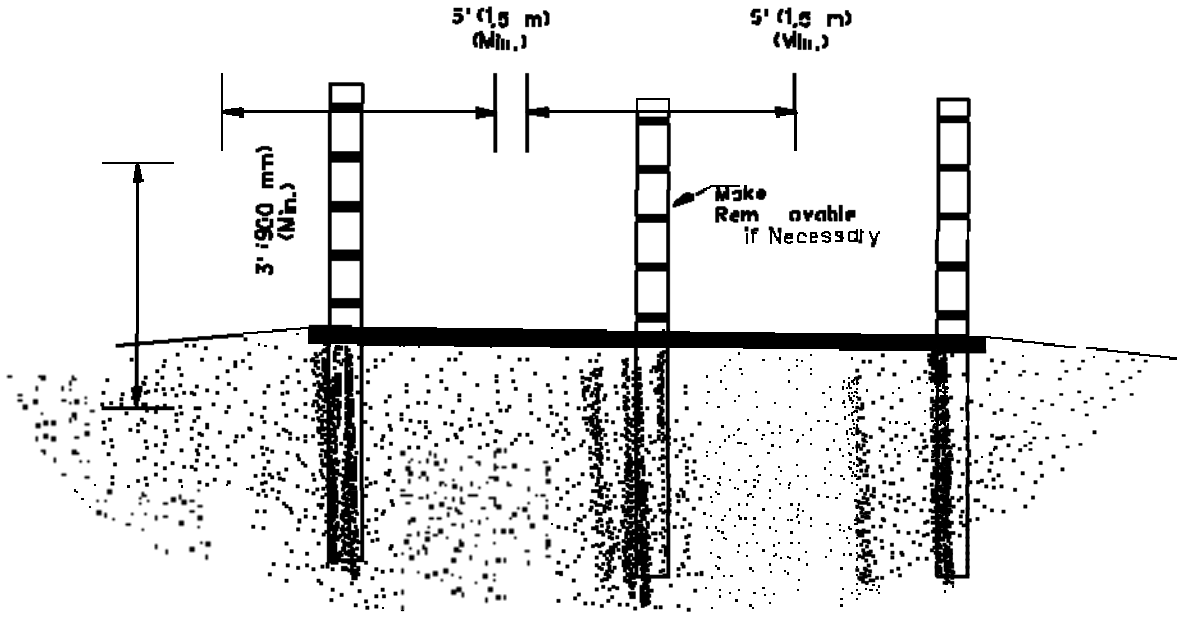
Care should be exercised in the choice of pavement marking materials. Some marking materials are slippery when wet and should be avoided in favor of more skid resistant materials.

17-2.03(l) Lighting

Fixed-source lighting reduces conflicts along paths and at intersections. In addition, lighting allows the bicyclist to see the bicycle path direction, surface conditions, and obstacles. Lighting for bicycle paths is important and should be considered where riding at night is expected (e.g., bicycle paths serving college students or commuters, highway intersections). Lighting also should be considered through underpasses or tunnels and when nighttime security could be a problem (see Chapter 56). Depending on the location, average maintained horizontal illumination levels of 5 lx to 22 lx should be considered. Where special security problems exist, higher illumination levels may be considered. Light standards (poles) should meet the recommended horizontal and vertical clearances. Luminaires and standards should be at a scale appropriate for a pedestrian or bicycle path. Where security is a problem, lighting fixtures should be vandal proof.

17-2.03(m) Restriction of Motor Vehicle Traffic

Existing bicycle paths may need some form of physical barrier at roadway intersections to prevent unauthorized motor vehicles from using the facilities. Caution of barrier placement is advised however. Due to safety concerns of barrier collisions, consideration should not be automatic in proposed trails and only used in areas where unauthorized use is likely or known to exist. Provisions can be made for a lockable, removable post (“bollard”) or drop gate to permit entrance by authorized vehicles. The posts should be set far enough back from the edge of the vehicular roadway so as not to constitute a hazard. They shall meet Federal breakaway sign post criteria where susceptible to being struck by vehicles. Where necessary, the post should be permanently reflectorized for nighttime visibility and painted a bright color for improved daytime visibility. When more than one post is used, a 5 ft (1.5 m) spacing is recommended, as indicated in Figure 17-2AQ. Do not use gates that prohibit entry by persons in wheelchairs, cause bicyclists to enter the path around the outside of the gate post, or restrict the movement of any intended users.



Note: Reflectorize where necessary.

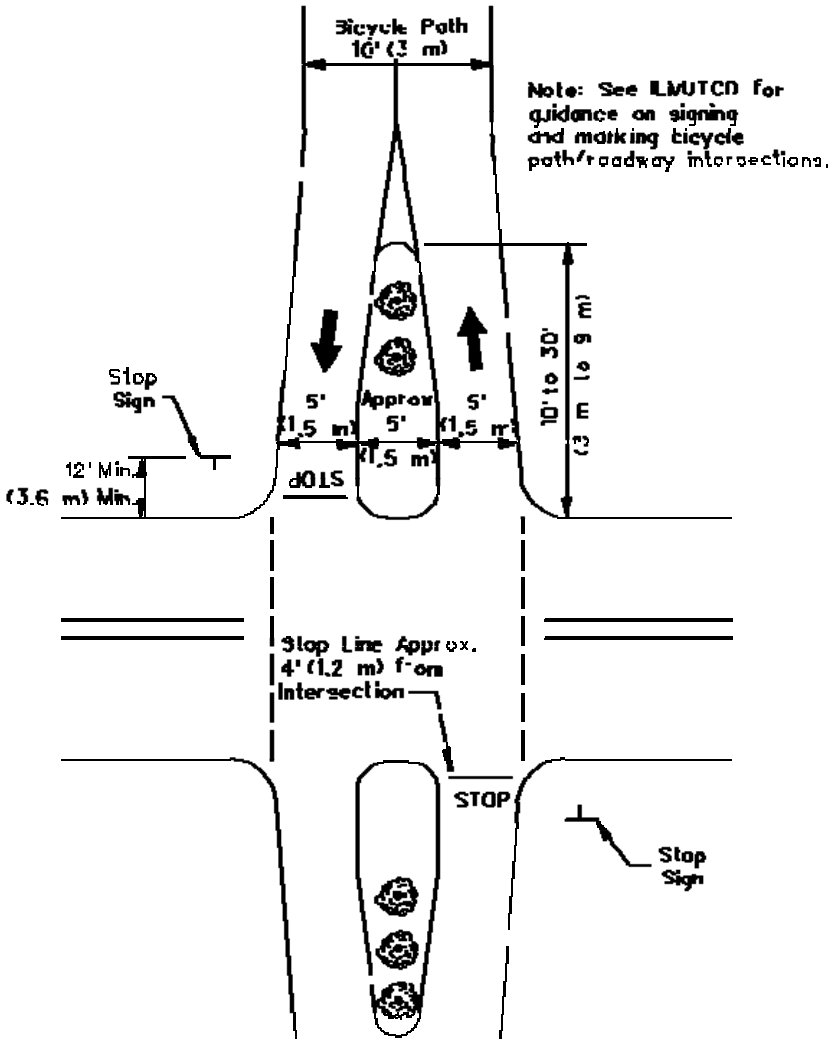
BARRIER POST

Figure 17-2AQ

An alternative method of restricting entry of motor vehicles is to split the entry way into two 5 ft (1.5 m) sections separated by low landscaping as shown in Figure 17-2AR. Emergency vehicles can enter, if necessary, by straddling the landscaping. The higher maintenance costs associated with landscaping should be acknowledged, however, before this alternative method is selected.

17-2.03(n) Pavement Structure

Designing and selecting pavement sections for bicycle paths are in many ways similar to designing and selecting highway pavement sections. A soils investigation should be conducted to determine the load carrying capabilities of the native soil and the need for any special provisions. The investigation need not be elaborate, but should be performed by, or under the supervision of, a qualified engineer. In addition, while loads on bicycle paths will be substantially less than highway loads, design bicycle paths to sustain, without damage, the wheel loads of occasional emergency, patrol, maintenance, and other motor vehicles that are expected to use or cross the path.

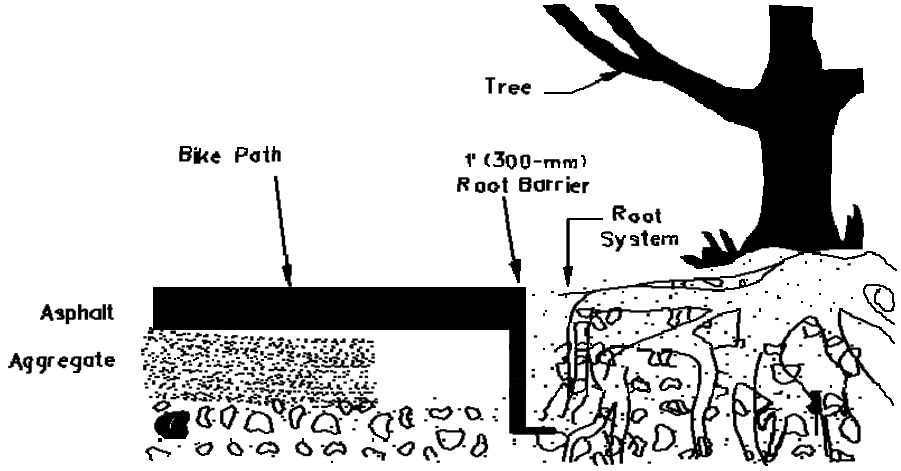


LANDSCAPING DIVIDER

Figure 17-2AR

Give particular consideration to the location of motor vehicle wheel loads on the path. Where motor vehicles are driven on bicycle paths, especially 8 ft (2.4 m) widths, their wheels usually will be at or very near the edges of the path. Because this can cause edge damage that will, in turn, reduce the effective operating width of the path, adequate edge support should be provided. Edge support can be either in the form of stabilized shoulders (e.g., use of geotextile fabric underlay) or in constructing additional pavement width.

Shared-use paths built along streams and in wooded areas present special problems. The roots of shrubs and trees can pierce through the path surfacing and cause it to bubble up and break apart in a short period of time. Preventative methods include: removal of vegetation, realignment of the path away from trees, and placement of root barriers (e.g., a 1 ft (300 mm) deep plastic shield) along the edge of the path as shown in Figure 17-2AS.

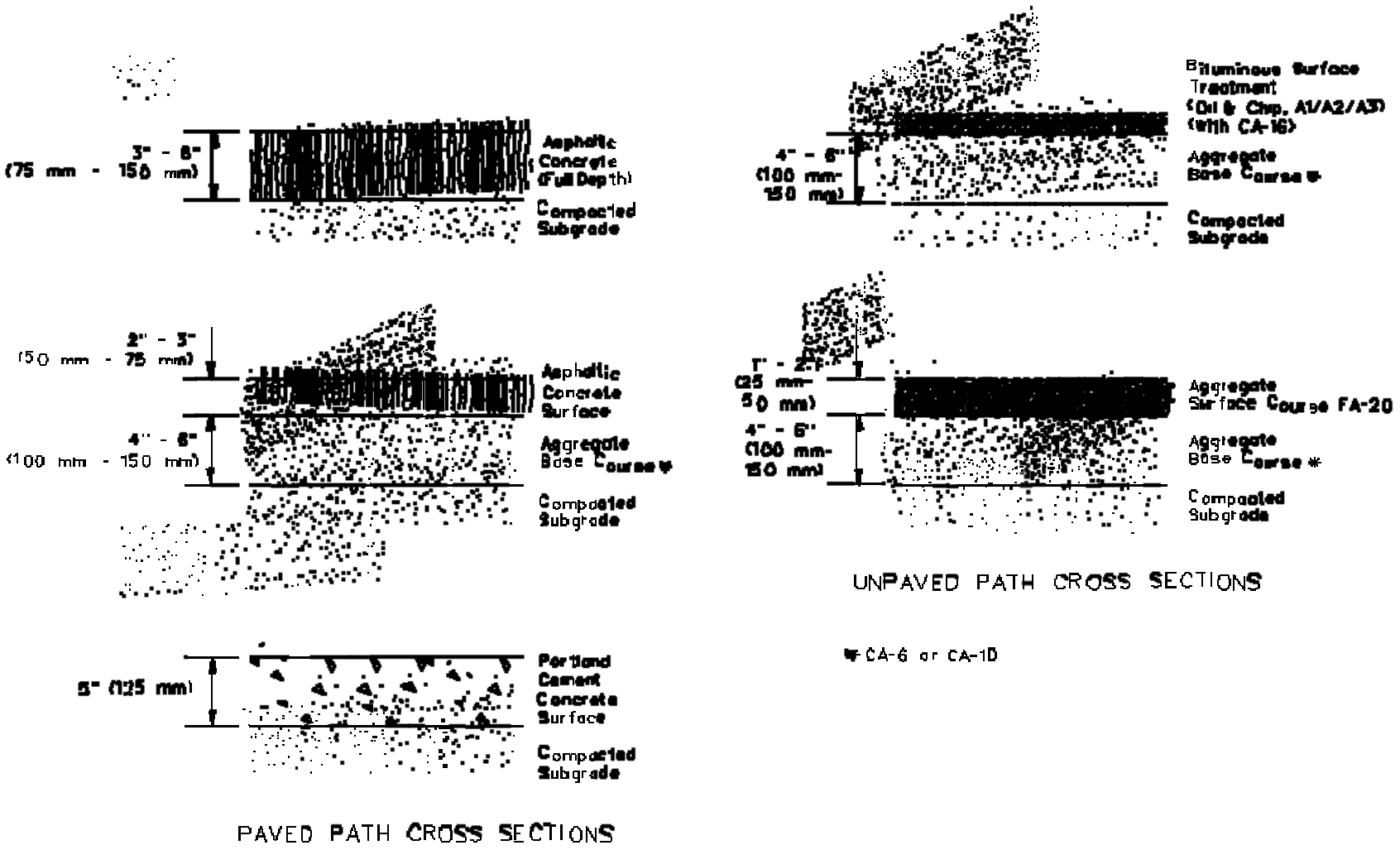


SHARED-USE PATH ADJACENT TO TREES

Figure 17-2AS

At unpaved highway or driveway crossings of bicycle paths, pave the highway or driveway a minimum of 10 ft (3 m) on each side of the crossing to reduce the amount of gravel being scattered along the path by motor vehicles. Design the pavement structure at the crossing to adequately sustain the expected loading at that location.

Bituminous or concrete pavement surfaces are recommended over those of crushed aggregate because aggregate materials provide a much lower level of service and require substantially more maintenance over the life of the project. Concrete may offer advantages in wet soil conditions or in areas that may periodically flood. As guidance, Figure 17-2AT provides examples of several acceptable pavement cross sections. Consider using geotextile fabric in all areas. Fabric offers advantages that include extended pavement life, weed control, and lower maintenance.



BIKE PATH CROSS SECTIONS

Figure 17-2AT

In some situations, a bituminous surface treatment (A1/A2/A3) may be adequate for bike paths, considering the limitations of the surface (e.g., bleeding oil on hot summer days). The proper application of this type of surface is very important. Specify a CA 16 aggregate size or smaller. The surface should be rolled and the excess stone should be swept away, preventing accumulation at the outside edges of the bike path. Negotiating loose gravel on a bicycle can be very hazardous. Figure 17-2AU provides information regarding the advantages and disadvantages of various bike path surfaces.

SURFACE MATERIAL	ADVANTAGES	DISADVANTAGES
Bituminous Surface Treatment (also called Oil & Chip, Chip Seal)	Inexpensive to apply; more stable surface, durable.	Potential for oil bleeding to surface in hot weather, application methods important to minimize loose gravel.
Asphalt	Hard surface; supports most types of use; all weather; does not erode; accommodates most users simultaneously; low maintenance.	Higher installation costs; more costly to repair; not a natural surface; freeze/thaw can crack surface; heavy construction vehicles need access.
Concrete	Hardest surface; easy to form to site conditions; supports multiple use; lowest maintenance; resists freeze/thaw; best cold weather surface; best for wet conditions.	High installation cost; costly to repair; not a natural looking surface; construction vehicles will need access to the trail corridor.

BIKE PATH/TRAIL SURFACE SYNOPSIS

Figure 17-2AU

17-3 BICYCLE OPERATING CHARACTERISTICS

Bicycle operating characteristics and design factors are important elements of design. There are many different types and sizes of bicycles, ranging from children's cycles to tandem units for two riders, as well as buggy carts for transporting children and other items. Typical bicycle dimensions and clearances are shown in Figures 17-3A and 17-3B, respectively.

Characteristics	Dimensions*
Width	2 ft (630 mm)
Length	6 ft (1.8 m)
Height	7 ft (2.2 m)
Vertical Pedal Clearance	0.5 ft (150 mm)

**Note: If bike trailers are likely, the characteristic width becomes 3 ft – 3.5 ft (1.0 m - 1.1 m) wide and 9 ft (2.7 m) long. The indicated height of an adult bicyclist takes into consideration that the rider may be standing up while riding. Adult bicyclists sit between 5 ft (1.5 m) and 6 ft (1.8 m) above the riding surface while sitting on the saddle.*

TYPICAL BICYCLE AND RIDER DIMENSIONS

Figure 17-3A

Lateral Clearances		Vertical Clearance	
Bike to Parked Car	2 ft (600 mm)	Bike Rider to Overhead Obstruction	2 ft (600 mm)
Bike to Curb Drop-Off	2 ft (600 mm)	**Maneuvering Clearances**	
Bike to Utility Poles, Trees, Hydrants	2 ft (600 mm)	Bike to Pavement Edge	1 ft (300 mm)
Bike to Soft Shoulder	1.5 ft (450 mm)	Bike to Other Bike	2.5 ft (750) mm
Bike to Sloped Drop-Off	1 ft (300 mm)	Bike to Pedestrian	2.5 ft (750 mm)
Bike to Raised Curb	1 ft (300 mm)	Turning Radius	5 ft (1.5 m) (min)

Note: Because turning radius, sight distance, and braking of bicycles differ significantly from that of motor vehicles, design of bicycle facilities should take a conservative approach. This conservative approach should accommodate differing aspects of bikes, including the fact that riders are of different skill levels.

BICYCLE OPERATIONAL CHARACTERISTICS

Figure 17-3B

17-4 PEDESTRIAN ACCOMMODATIONS

17-4.01 General

Pedestrian accommodations are an integral part of urban and suburban transportation corridors. They facilitate pedestrian travel and access to public transportation, thereby contributing to alleviation of urban traffic congestion. The most pressing need for accommodation is at points of community development that result in pedestrian concentrations near or along the highway, such as at schools, public transportation stations and stops, local businesses, industrial plants, hospitals, churches, shopping centers, parking lanes, etc. Accommodations can include sidewalks, elevated walkways, grade-separated structures, stairs, curb ramps, and traffic signal devices.

17-4.02 Policies

See the bicycle and pedestrian policy in 17-1.02.

Policies relating to construction and maintenance, including sidewalk/curb ramps for the disabled, are addressed in Chapter 58. Financial responsibilities for pedestrian accommodations within Municipalities are addressed in Chapter 5.

17-4.03 Warrants

Pedestrian accommodations are needed if they are not already available and any of the following conditions exist:

- there is current evidence of frequent pedestrian activity;
- there is a history of pedestrian-related crashes;
- the roadway improvement will create a safety impediment to existing or anticipated pedestrian travel (e.g., adding lanes so that the improvement itself acts as a barrier to pedestrian traffic);
- there is urban or suburban development that would attract pedestrian travel along the route to be improved;
- pedestrian-attracting development is expected along the route within five years of project completion, either as documented in a local plan or anticipated as a factor of similar development history; and/or
- the roadway provides primary access to a park, recreation area or other significant destination, or across a natural or man-made barrier.

Overpasses and underpasses will be evaluated on a case-by-case basis considering the type of pedestrian travel, travel generators (e.g., schools, factories, stadiums, parks, transit terminals, shopping districts), the amount of anticipated non-motorized traffic, and the safety impacts of not providing the accommodations. Anticipated pedestrian trip length to generators should be 1 mile (2 km) or less and the adverse travel distance alleviated by construction to the facility should be greater than 0.5 miles (1 km).

17-4.04 Design

Sidewalks normally are 5 ft (1.5 m) wide. When immovable obstructions do not allow a width of 5 ft (1.5 m), a clear sidewalk width less than 5 ft (1.5 m) is permissible as long as 5 ft (1.5 m) passing spaces are provided at least every 200 ft (60 m). Sidewalks wider than 5 ft (1.5 m) may be allowable if compatible with the local sidewalk network or if intended to accommodate a wider range of users, such as bicyclists. Facilities intended to also accommodate bicycle travel should follow the guidance in Section 17-2. Typical sections for sidewalks along roadways are presented in Chapter 48. Policies and guides for sidewalk/curb ramps for the disabled are addressed in Chapter 58.

Project limits may be extended beyond highway improvements for reasonable distances to include necessary pedestrian facilities at nearby intersections, to provide access to public transportation facilities, or to avoid short sidewalks gaps. Any such extensions should be reflected in the Phase I report.

17-4.05 Documentation

In urban areas, the Secretary must approve exceptions to establishing sidewalks based on documented safety issues, excessive costs or absence of need on projects where accommodations are not already otherwise excepted in accord with Section 17-1.02(a). In addition, document in the Phase I report the reasons for providing or not providing pedestrian accommodations. Include a discussion of the coordination with local officials concerning, at a minimum, the selection of access routes for the disabled. Indicate the location of the ramps to be provided on the Intersection Design Studies. The impact of access routes for the disabled should be assessed in any request for a design exception.

17-4.06 Pedestrian Accommodations During Construction

The *Standard Specifications* address pedestrian needs during construction for the typical project. However, added attention is desirable on projects that are adjacent to schools, hospitals, rest homes, businesses, and other developments, and have high volumes of traffic and pedestrians. Special attention also should be directed at maintaining pedestrian access to public transportation facilities at all times during construction. Use the following guidelines in determining the need to include temporary sidewalks as part of PS&E:

- where a known generator such as a school, hospital or neighborhood shopping center, or known facility for the disabled, such as a nursing home, exists;

- if the principal access for pedestrian traffic to a business is by an existing paved surface and the surface will be removed; and

- when the construction sequence will include the removal of existing sidewalks and the new sidewalks will not be constructed prior to a winter shutdown.

Temporary sidewalks shall be a minimum of 3 ft (1 m) in width. Consider wider sidewalks in areas where a high pedestrian volume and/or disabled persons are known to exist. If the temporary sidewalk is to remain in place for more than four weeks, it shall be constructed with a minimum of 2 in (50 mm) of Portland cement or bituminous concrete at the contractor's option. Otherwise, give the contractor the option to use 2 in (50 mm) of Portland cement or bituminous concrete or a minimum 3 in (75 mm) compacted aggregate (CA 10 or CA 12), Type B or other similar locally available aggregate approved by the Engineer. The pay item should be Temporary Sidewalk, measured in square feet (square meters), and should include removal after the permanent sidewalks are placed.

17-4.07 Maintenance and Jurisdiction

Jurisdiction and maintenance of pedestrian walkways are considered a local responsibility and should be coordinated with Local Agencies early in the planning process (see Chapter 5).

If the local agency chooses not to participate in the pedestrian accommodation, the department will request that that local agency pass a local resolution indicating their non-participation and have this noted in the Phase I Project Report. Proposed resolution language is included in the appendix.

17-5 REFERENCES

The following are applicable references for bicycle facility accommodation:

1. *Guide for the Development of Bicycle Facilities,* AASHTO, 1999.

2. *Selecting Roadway Design Treatments to Accommodate Bicycles,* Federal Highway Administration, 1994.

3. *Trails for the Twenty-First Century —Planning, Design, and Management Manual for Multi-Use Trails,* Rails-to-Trails Conservancy, 1993.

4. *Arizona Bicycle Facilities Planning and Design Guidelines*, Arizona Bicycle Task Force, 1988.

5. *Bicycle Planning and Facility Workshop Manual*, Northwestern University Traffic Institute.

6. *Illinois Manual on Uniform Traffic Control Devices (ILMUTCD),* IDOT.

7. *National Bicycling and Walking Study: Case Study No. 24 — Current Planning Guidelines and Design Standards Being Used By State and Local Agencies for Bicycle and Pedestrian Facilities*, Federal Highway Administration, 1994.

8. *North Carolina Bicycle Facilities Planning and Design Guidelines*, North Carolina Department of Transportation, 1994.

9. *Oregon Bicycle and Pedestrian Plan*, Oregon Department of Transportation, 1998.

10. *Recommendations for Accessibility Guidelines: Recreational Facilities and Outdoor Developed Areas,* Access Board Recreation Access Advisory Committee, 1994 or subsequent edition.

11. *Standard Specifications for Road and Bridge Construction,* Illinois Department of Transportation.

12. *Warrants for Pedestrian Over and Underpasses,* Federal Highway Administration, 1984, Report # FHWA-RD-84/082.

13. Checklist for Organizations and Public Coordination (Figure 17-1C) addresses:

- League of Illinois Bicyclists, 2550 Cheshire Drive, Aurora, IL 60504.
- Illinois Department of Natural Resources, Office of Planning and Realty, One Natural Resources Way, Springfield, IL 62702-1271
- Illinois Trails Conservancy, 144 West Main Street, PO Box 10, Capron, IL 61012-0010
- Active Transportation Alliance, 9 W. Hubbard Street, Suite 402, Chicago, IL, 60654-6545

All projects involving bicycle accommodation for the Department will be in accordance with Reference Publications 1, 2, and 3 above. For projects involving separate bikeways, guidance beyond the AASHTO *Guide* (i.e., Reference Publication 1) is available in Reference Publication 3.

17-6 BICYCLE CHECKLISTS

CHECKLIST FOR BICYCLE TRAVEL GENERATORS IN PROJECT VICINITY

Generators	Yes	NA	Generators	Yes	NA
Residential Areas	☐	☐	Shopping Centers	☐	☐
Parks	☐	☐	Hospitals	☐	☐
Recreation Areas	☐	☐	Employment Center	☐	☐
Churches	☐	☐	Government Offices	☐	☐
Schools	☐	☐	Local Businesses	☐	☐
Libraries	☐	☐	Industrial Plants	☐	☐
Existing Bicycle Trails	☐	☐	Public Transportation Facilities	☐	☐
Planned Bicycle Trails	☐	☐	Other ( )	☐	☐

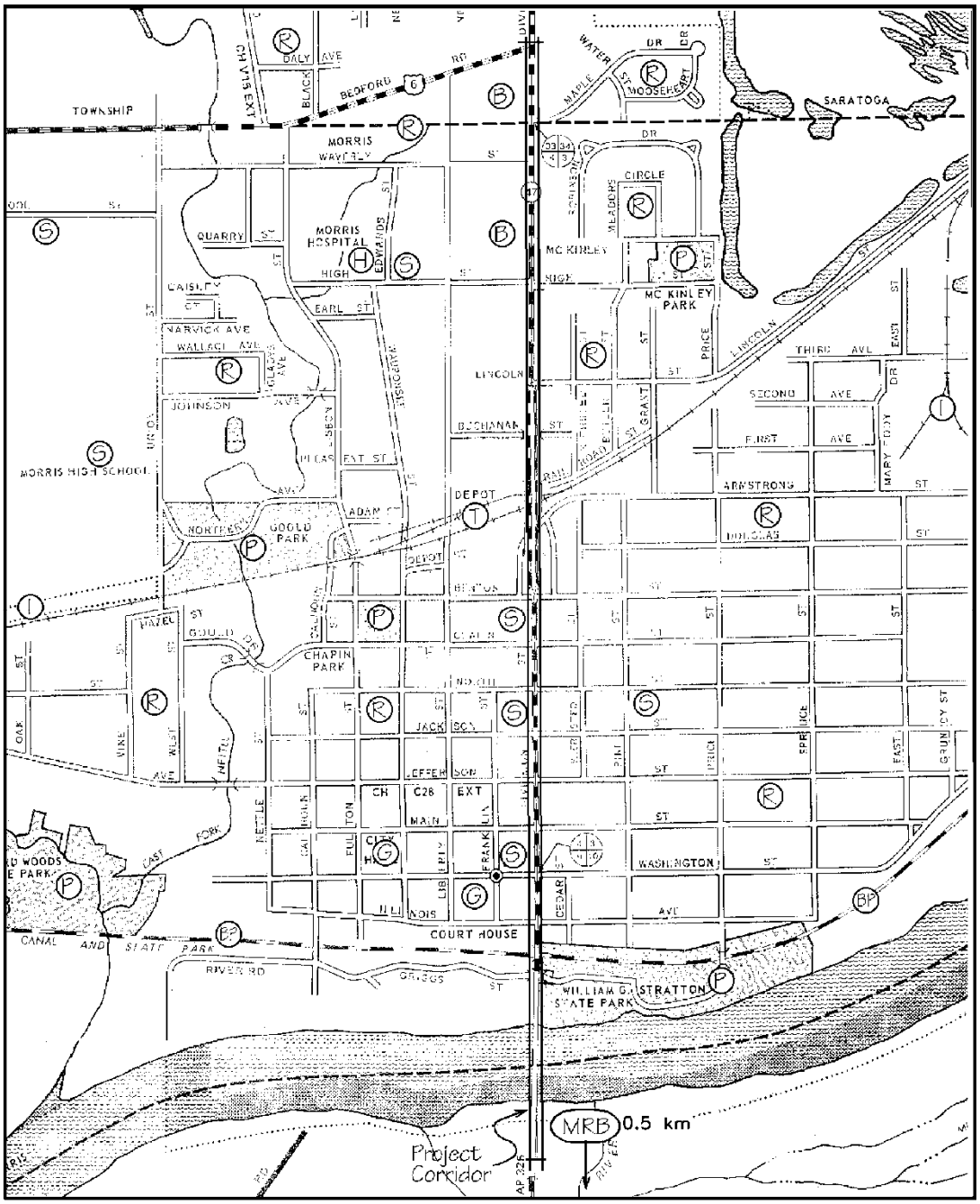
CHECKLIST FOR ORGANIZATIONS AND PUBLIC COORDINATION

Organization	Yes	NA	Organizations	Yes	NA
Metropolitan Planning Organization (if applicable)	☐	☐	League of Illinois Bicyclists	☐	☐
Local Municipalities	☐	☐	Illinois Department of Natural Resources	☐	☐
Park or Forest Preserve Districts	☐	☐	Illinois Trails Conservancy	☐	☐
Sub-Regional Planning Council (as appropriate)	☐	☐	Active Transportation Alliance (District 1 only)	☐	☐

Organizations and Public Coordination addresses:

- League of Illinois Bicyclists, 2550 Cheshire Drive, Aurora, IL 60504
- Illinois Department of Natural Resources, Office of Planning and Realty, One Natural Resources Way, Springfield, IL 62702-1271
- Illinois Trails Conservancy, 142 West Main Street, PO Box 0454, Capron, IL 61012
- Active Transportation Alliance, 9 W. Hubbard Street, Suite 402, Chicago, IL, 60654-6545

EXAMPLE OF MAP TO ACCOMPANY CHECKLIST FOR BICYCLE TRAVEL



R	Residential Areas	BP	Existing Bicycle Trails	G	Government Offices
P	Parks	PBP	Planned Bicycle Trails	B	Local Businesses
P	Recreational Areas	M	Shopping Centers	I	Industrial Plants
C	Churches	H	Hospitals	T	Public Transit Facilities
S	Schools	E	Employment Centers	O	Other

FORM FOR BICYCLE TRAVEL ASSESSMENT

Route _____
Section _____
County _____

7) Where would bicyclists cross the project?	
8) Where would bicyclists need to ride parallel to the project?	
3) Does the project provide access across a river, railroad, highway corridor or other natural or man-made barrier?	
9) Will the highway project negatively affect the recreational or transportation utility of an independent bikeway or trail? Highway projects will negatively affect at-grade paths and trails when they are severed, when the projected roadway traffic volumes increase to a level that prohibits safe crossings at-grade, or when the widening of the roadway prohibits sufficient time for safe crossing.	
10) Does the route provide primary access to a park, recreational area, school, or other significant destination?	
11) Is the highway or street designated as a bikeway in a regionally or locally adopted bike plan or is published in a regionally or locally adopted map as a recommended bike route?	
12) Will the projected two-way bicycle traffic volume (see Section 17-1.04) approximate 25 ADT or more during the peak three months of the bicycling season at a highway or street location where the current vehicular traffic volume will exceed 1000 ADT?. Estimate the bicycle ADT projection based on a five-year time frame from completion of the project.	

Proposed Resolution Language for Non-Participating Local Agencies

WHEREAS, The Illinois Department of Transportation (IDOT) has the power to approve and determine the final plans, specifications and estimates for all State highways; and

WHEREAS, IDOT's projects must adequately meet the State's transportation needs, exist in harmony with their surroundings, and add lasting value to the communities they serve; and

WHEREAS, IDOT must embrace principles of context sensitive design and context sensitive solutions in its policies and procedures for the planning, design, construction, and operation of its projects for new construction, reconstruction, or major expansion of existing transportation facilities by engaging in early and ongoing collaboration with affected citizens, elected officials, interest groups, and other stakeholders to ensure that the values and needs of the affected communities are identified and carefully considered in the development of transportation projects; and

WHEREAS, Bicycle and pedestrian ways must be given full consideration in the planning and development of transportation facilities, including the incorporation of such ways into State plans and programs; and

WHEREAS, The State's complete streets law requires bicycle and pedestrian ways to be established in or within one mile of an urban area in conjunction with the construction, reconstruction, or other change of any State transportation facility, except in pavement resurfacing projects that do not widen the existing traveled way or do not provide stabilized shoulders, or where approved by the Secretary of Transportation based upon documented safety issues, excessive cost or absence of need; and

WHEREAS, During the development of highway projects throughout the State, IDOT gives consideration to accommodating bicyclists and pedestrians on a need-basis; and

WHEREAS, IDOT has presented the (*local authority*), for its consideration, a bicycle and/or pedestrian improvement with funding to be split 80% State, 20% local with maintenance to be provided by (*IDOT*/*unit of local government*); therefore, be it

RESOLVED, That the (*local authority*) hereby rejects IDOT's proposed bicycle and/or pedestrian improvement and acknowledges that such rejection will result in a cancellation of the proposed improvement; and be it further

RESOLVED, That a suitable copy of this resolution be presented to the Project Engineer associated with the proposal, or his or her equivalent, within IDOT.