

ORDINANCE NO. 1999-02-007

AN ORDINANCE APPROVING A REVISED AGREEMENT
BETWEEN THE CITY OF URBANA AND THE UNIVERSITY OF ILLINOIS
BOARD OF TRUSTEES CONCERNING LINCOLN AVENUE FROM GREEN TO
WINDSOR AND PORTIONS OF HIGH AND CALIFORNIA STREETS AND AN
AGREEMENT BETWEEN THE CITY OF URBANA, CHAMPAIGN COUNTY AND THE
BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS CONCERNING LINCOLN
AVENUE FROM HAZELWOOD DRIVE SOUTH TO WINDSOR ROAD

WHEREAS, on the 21st day of September, 1998, the Urbana City Council approved an Agreement entitled "An Agreement Between the City of Urbana and the Board of Trustees of the University of Illinois Concerning Lincoln Avenue from Green to Windsor and Portions of High and California Streets"; and

WHEREAS, subsequent to such approval by the Urbana City Council, the University Board of Trustees requested that certain suggested amendments be adopted; and

WHEREAS, the Urbana City Council concurs in the suggested amendments;

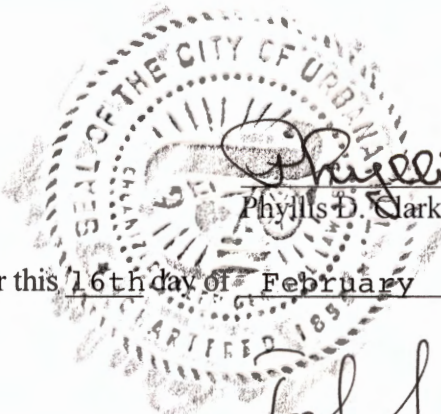

NOW THEREFORE, BE IT ORDAINED BY THE URBANA CITY COUNCIL that the following Agreements entitled: (1) "An Agreement Between the City of Urbana and the Board of Trustees of the University of Illinois Concerning Lincoln Avenue from Green to Windsor and Portions of High and California Streets" [which is a revision of the Agreement approved by the City on September 21, 1998]; and (2) "An Agreement between the City of Urbana, Champaign County and the Board of Trustees of the University of Illinois Concerning Lincoln Avenue from Hazelwood Drive South to Windsor Road" in the form attached hereto are hereby approved, and the Mayor is authorized to execute the Agreements on behalf of the City of Urbana, if the same Agreements are adopted by the Board of Trustees of the University of Illinois within one hundred twenty (120) days of the passage of this Ordinance.

PASSED by the City Council this 15th day of February, 1999.

AYES: Hayes, Huth, Kearns, Patt, Taylor, Whelan, Wyman

NAYS:

ABSTAINED:



Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 16th day of February, 1999.


Tod Satterthwaite, Mayor

MAR 21 1999

AN AGREEMENT BETWEEN THE CITY OF URBANA
AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
CONCERNING LINCOLN AVENUE FROM GREEN TO WINDSOR
AND PORTIONS OF HIGH AND CALIFORNIA STREETS

Phyllis D. Clark
City Clerk

This Agreement entered into as of this 15 day of MARCH, 1999, by the City of Urbana, Illinois, a municipal corporation, (hereinafter referred to as "City"), and the Board of Trustees of the University of Illinois, a public corporation of the State of Illinois (hereinafter referred to as "University").

WHEREAS, the City and the University are interested in: (a) improving the intersections and/or traffic signals at Lincoln and Illinois, Lincoln and Nevada, Lincoln and Pennsylvania, Lincoln and Florida, Lincoln and Windsor, Florida and Orchard; (b) vacating portions of High Street and California Street; and (c) improving to four lanes Lincoln Avenue from Hazelwood to Windsor; collectively known as the "joint projects".

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, the City and the University agree as follows:

Section 1. Description of Joint Projects. The joint projects are described as follows, with further details pertaining to each project set forth in graphics in the respective exhibit referred to and attached hereto:

- A. The South Lincoln Avenue project (hereafter simply "South Lincoln") consists of (Exhibit "A"):
 - 1. The widening of Lincoln Avenue from Hazelwood Drive south to Windsor Road.
 - 2. The installation of street lights on Lincoln Avenue between Hazelwood Drive and Windsor Road.
 - 3. The installation of left-turn lanes and improved signalization of the intersection of Lincoln Avenue and Windsor Road. (All work to be done within existing right-of-way boundaries.)
 - 4. The installation of traffic signals and left-turn lanes and replacement of streetlights at the intersection of Lincoln Avenue and Florida Avenue. (All work to be done within existing right-of-way boundaries.)
- B. Lincoln Avenue and Illinois Street intersection (hereafter simply "Lincoln and Illinois"). Lincoln Avenue will be widened to include both northbound and southbound left turn lanes with traffic signals. (Exhibit "B"), (Exhibit "E").
- C. Lincoln Avenue and Pennsylvania Avenue intersection (hereafter simply "Lincoln and Pennsylvania"). Lincoln Avenue will be widened to include both northbound and southbound left turn lanes with traffic signals. (Exhibit "B"). The specific details regarding this individual project will be mutually agreed upon at a later date. The availability of land for this individual project is

unknown at this time. Accordingly, the parties agree that this individual project is subject to and conditioned upon the parties mutually agreeing to the amount and location of land needed to support the Lincoln and Pennsylvania project. Said mutual agreement shall be evidenced by correspondence executed by both the chief administrative officer of the City of Urbana and the comptroller of The Board of Trustees of the University of Illinois. In the event that the parties cannot mutually agree on the amount and location of land needed to support this project, then this Agreement, as to the Lincoln and Pennsylvania project only, shall be null and void.

- D. Lincoln Avenue and Nevada Street intersection (hereafter simply "Lincoln and Nevada") will be provided with traffic signals.
- E. Florida and Orchard intersection (hereafter simply called "Florida and Orchard"). Improvements and repairs will be made to the signal including the replacement of worn parts and the installation of traffic actuators.
- F. Vacation of High Street (Exhibit "C")
- G. Vacation of California Street (Exhibit "D")

Section 2. South Lincoln:

- A. The University agrees to complete all design and planning work between Hazelwood Drive and Windsor Road, including field surveys, intersection design, drainage analysis, roadway and drainage plans, specifications, bid documents, contracts and agency coordination and reviews no later than October 31, 1999. The University agrees to substantially complete all remaining work, including construction, no later than December 1, 2000.
- B. The City agrees to substantially complete all necessary work within the intersection of Lincoln and Florida, no later than June 30, 2000.
- C. A Hazard Elimination Safety Grant has been awarded to the City by IDOT for the signalization of Lincoln Avenue and Florida Avenue. If the University delays in completing items set forth in Section 2.A, and this delay causes the City to lose the Hazard Elimination Safety (HES) Grant, the University shall reimburse the City for the City's share (\$54,000) of the grant for the South Lincoln Avenue Project. (Administrators of the HES Grant state all \$72,000 of the grant must be expended by June 30, 2000 or a later date as may be extended by IDOT without risking loss of the grant.)
- D. In accordance with Section 8 below, the City and University agree to contribute to the costs of South Lincoln improvements in accordance with Exhibit "F".

Section 3.

- A. The City agrees to complete all necessary work to cause the improvements to be constructed and installed with respect to Lincoln and Illinois, Lincoln and Nevada, and Lincoln and Pennsylvania. The Lincoln and Illinois project is to be completed no later than December 1, 2000. The Lincoln and Nevada, and Lincoln and Pennsylvania projects are to be completed no later than December 1, 2010. In regard to the Lincoln and Nevada, and Lincoln and Pennsylvania projects the City will provide the University with notice of intent to begin these projects at least eighteen (18) months in advance of the beginning of these projects in order that the University might properly budget for these projects.
- B. In accordance with Section 8 below, the City and University agree to contribute to the costs of these projects in accordance with Exhibit "F".
- C. The University agrees to grant a right-of-way license as shown on Exhibit "E" to facilitate the subject improvements regarding the Lincoln and Illinois project. A separate, mutually agreeable license agreement will be executed by the City and University at a later date.

Section 4. The improvements to the Florida and Orchard signal shall be accomplished by the City no later than December 31, 1998. It is understood that the City shall not be obligated to expend more than Five Thousand Dollars (\$5,000.00) (including wages for City employees) to accomplish this effort. Upon completion, and within 30 days after receipt of any invoice, the University shall pay the City the sum of Five Thousand Dollars (\$5,000.00) or the actual cost of the project; whichever is less.

Section 5. Vacation of High Street: The City will vacate the public right-of-way as indicated on Exhibit "C" within ninety (90) days of the effective date of this Agreement.

Section 6. Vacation of California Street: The City will vacate the public right-of-way as indicated on Exhibit "D" within ninety (90) days of the effective date of this Agreement.

Section 7. Automobile Parking Meters: The University agrees to provide on a perpetual basis the use of eighteen (18) metered parking spaces in University Lot D25. These metered parking spaces are to be operated and maintained by the City and the City will collect all revenue from these metered parking spaces. However, the University retains ownership of these metered parking spaces and the property known as University Lot D25.

Section 8. The parties expressly acknowledge that the dollar figures entered on Exhibit "F" are only the estimated costs of the improvements which are the subject of this Agreement. The parties recognize that the final actual costs may be at variance with the estimated costs. It is agreed that except for the division of costs regarding the improvements at Florida and Orchard (see Section 4), the final costs for the other joint projects shall be divided between the parties,

IDOT, and Champaign County in accordance with the percentages set forth in Exhibit "F". The individual projects which require IDOT or Champaign County financial participation (see Exhibit "F") are subject to and conditioned upon their financial participation. In the event that IDOT or Champaign County do not financially participate in the individual projects requiring their respective participation and in accordance with the percentages set forth in Exhibit "F", then this Agreement, as to those individual projects only, which have not received appropriate funding, shall be null and void.

Section 9. Payment: The University or the City shall, within thirty (30) days after receipt of any invoice from the other party, tender payment to the billing party.

Section 10. Project Representative:

- A. The City designates the Chief Administrative Officer to act on behalf of the City as a designated Authorized City of Urbana Representative in connection with all duties and obligations of the City pursuant to this Agreement. Wherever under the provisions of this Agreement, the City is required to take some action at the request of the University or otherwise, such request shall be provided by the University to the Authorized City Representative.
- B. The City Engineer or the City Engineer's designee shall be the City's Project Representative.

Section 11. Notices: Any notices required or permitted hereunder shall be in writing and shall be delivered via certified mail, addressed to the parties as follows, unless otherwise indicated in the future:

CITY

Chief Administrative Officer
City of Urbana
400 South Vine Street
Urbana, IL 61801

UNIVERSITY

The Board of Trustees of
The University of Illinois
354 Henry Administration Building
506 South Wright Street
Urbana, Illinois 61801

And to:

City Engineer
City of Urbana
706 South Glover Street
Urbana, Illinois 61802

and to:

Director of Operations & Maintenance
University of Illinois
1501 South Oak Street
Champaign, Illinois 61820

Provided, however, that in the case of an emergency, notices may be given verbally to any agent of the above-named.

Notice shall be deemed given three (3) days after date of mailing.

IN WITNESS TO THEIR AGREEMENT, the parties have executed this document as of this 14 day of MARCH, 1999.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By: Craig S. Bazzani
Comptroller

ATTEST: Michelle M. Thompson
Secretary

By: Charles C. Colbert
Vice Chancellor for Administration
& Human Resources

APPROVED: Mark D. Hess
Legal Counsel

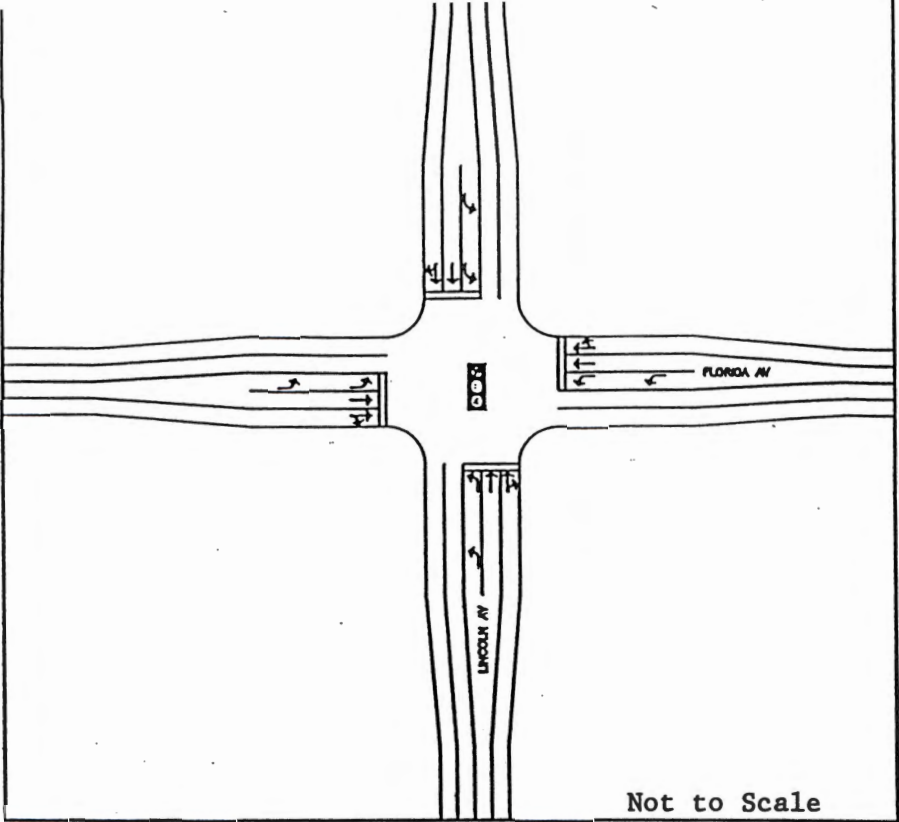
CITY OF URBANA

By: Tal Sattethwaite
Mayor

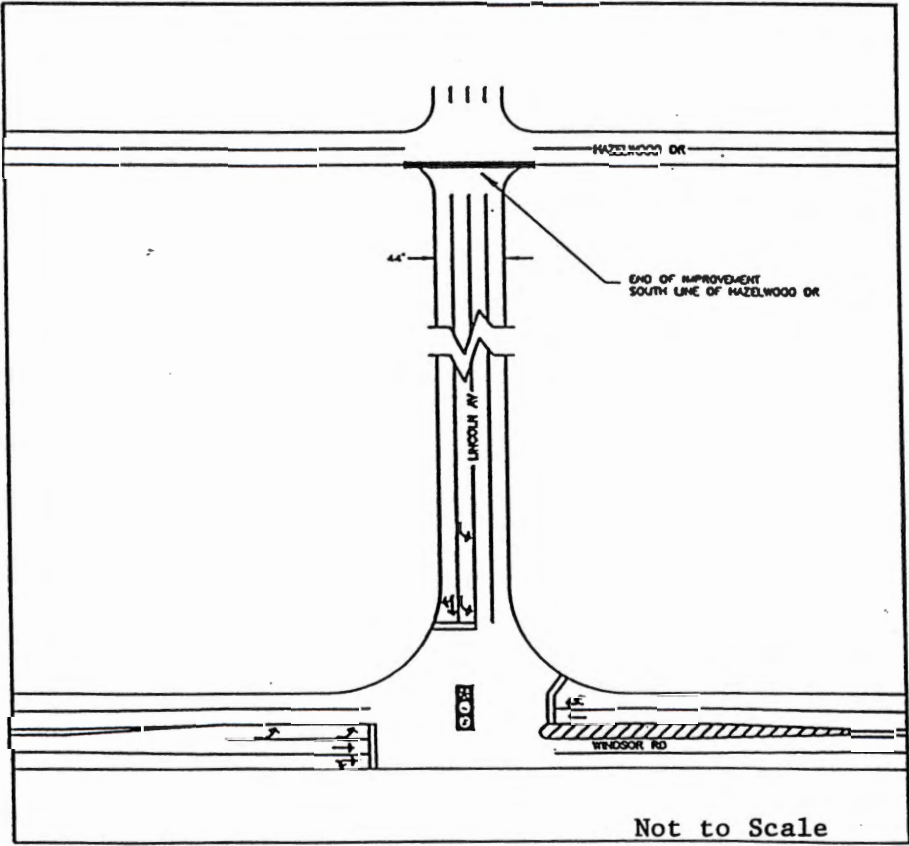
ATTEST: Raymond D. Clark
City Clerk



AT FLORIDA



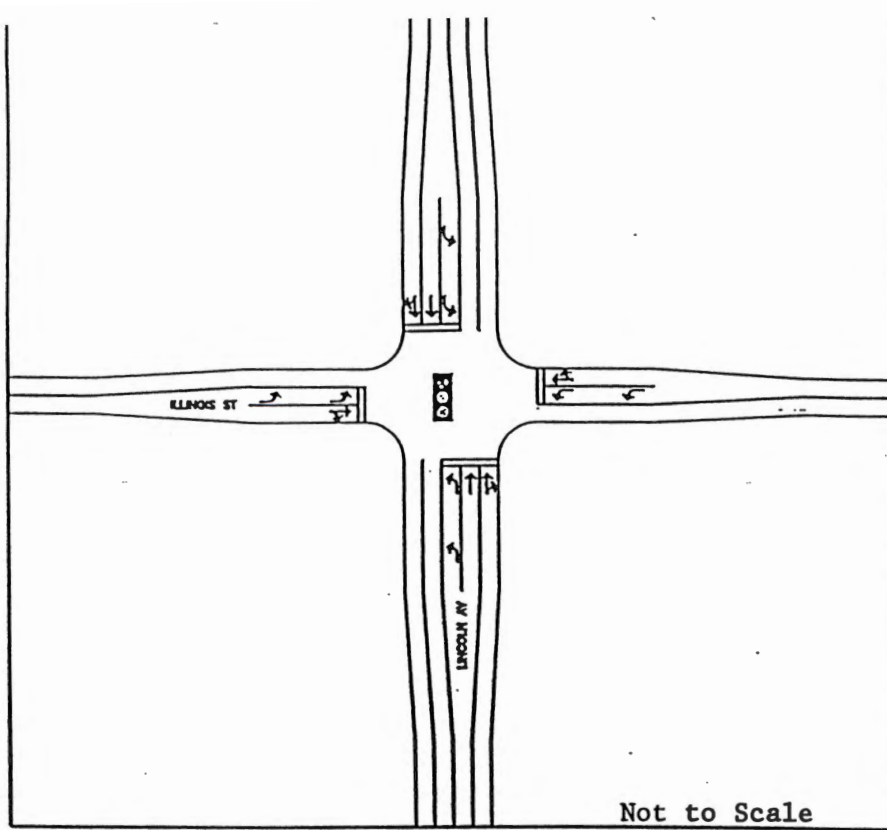
SOUTH LINE OF
HAZELWOOD TO
WINDSOR



SOUTH LINCOLN AVENUE IMPROVEMENTS
EXHIBIT "A"

08/03/98 K.L.H.

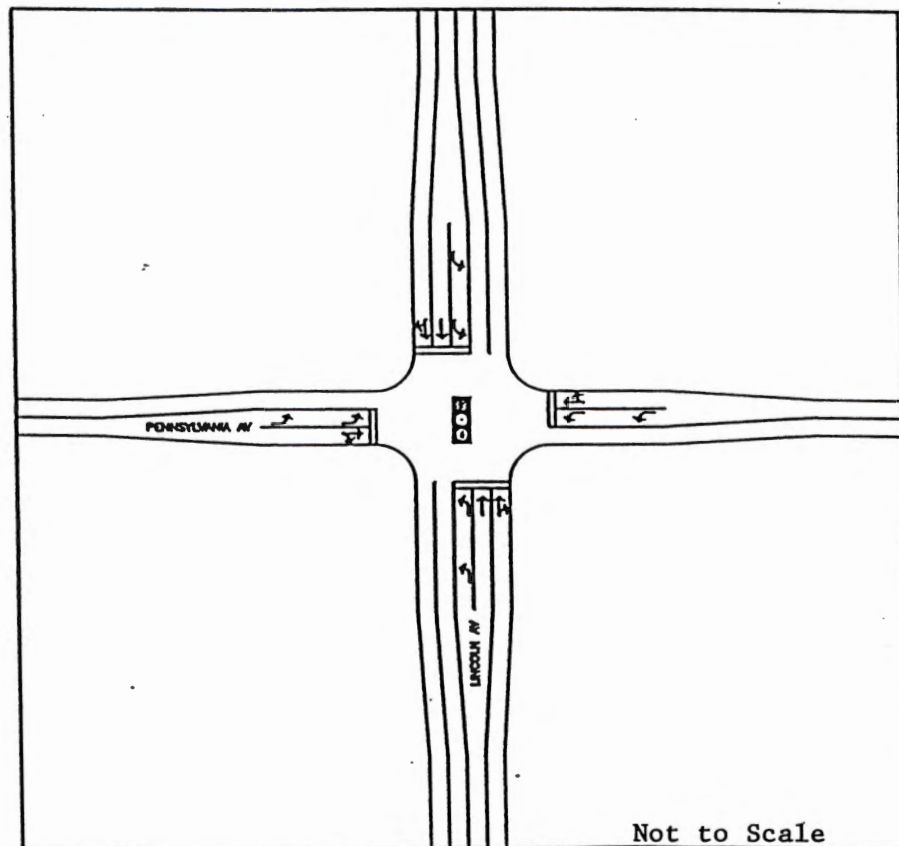
AT ILLINOIS



Not to Scale



AT PENNSYLVANIA





Not to Scale

LINCOLN AVENUE IMPROVEMENTS
EXHIBIT "B"

08/03/98 K.L.H.



RIGHT-OF-WAY —————
 LOT LINE - - - - -
 PARCEL BOUNDARY —————
 EXISTING RIGHT-OF-WAY EASEMENT 
 AREA OF VACATION: 

HIGH STREET RIGHT-OF-WAY TO BE VACATED EXHIBIT "C"

08/03/98 K.L.H.

ILLINOIS ST

901 OFFICE OF
ADMISSIONS AND RECORDS

LINCOLN AV

578'

578'

GREGORY ST

OREGON

RIGHT-OF-WAY —————

LOT LINE - - - - -

PARCEL BOUNDARY —————

EXISTING RIGHT-OF-WAY EASEMENT 

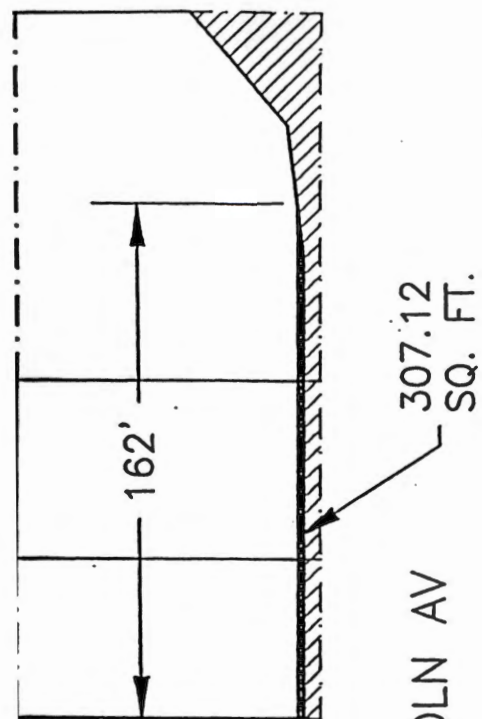
AREA OF VACATION: 

CALIFORNIA AVENUE
RIGHT-OF-WAY
TO BE VACATED

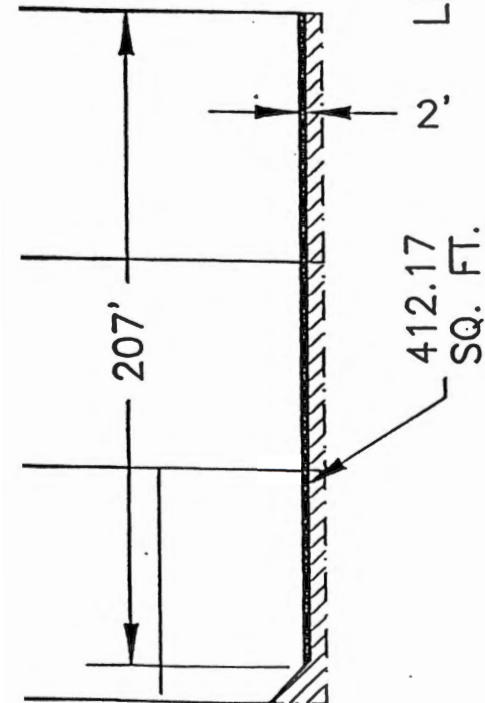
EXHIBIT "D"

08/03/98 K.L.H.

GREEN ST

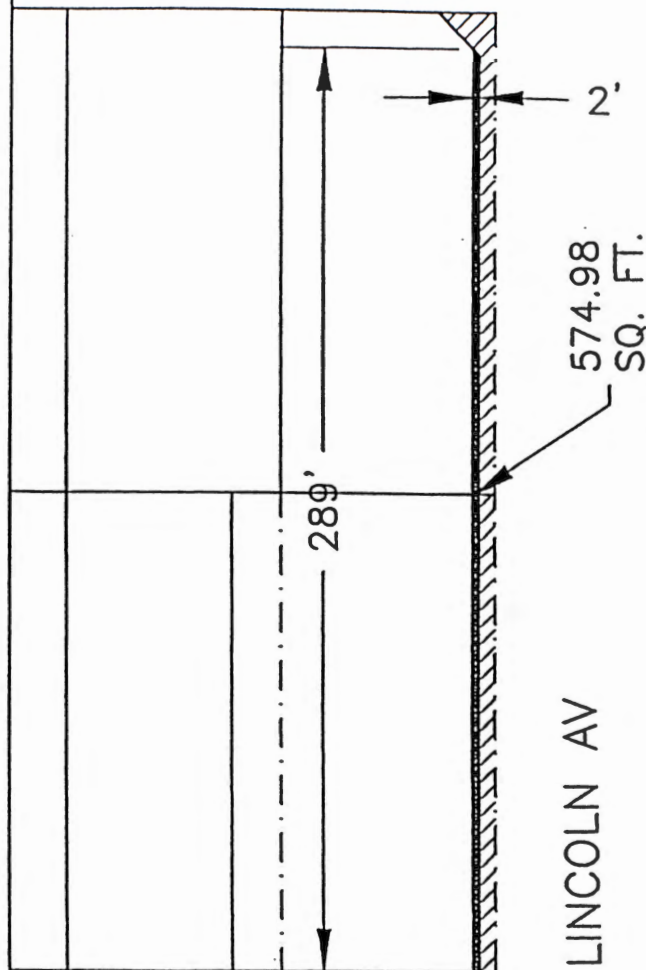


HIGH ST





ILLINOIS ST

ILLINOIS ST



CALIFORNIA AV

RIGHT-OF-WAY —————
LOT LINE - - - - -
PARCEL BOUNDARY —————
EXISTING RIGHT-OF-WAY EASEMENT 
PROPOSED R-O-W EASEMENT: 

LINCOLN AVENUE RIGHT-OF-WAY
EASEMENT TO BE GRANTED
EXHIBIT "E"

08/03/98 K.L.H.

PROJECT DESCRIPTION	Preliminary Construction Cost ¹	Design and Construction Engineering Fees	Estimated Total Project Costs	IDOT Costs	University Costs	Urbana Costs	Champaign County Costs
1. Lincoln Avenue from Hazelwood Drive to Windsor Road Improvements.	\$1,250,000 ²	³	\$1,250,000	\$625,000 (50%)	\$208,334 (16 ² / ₃ %)	\$208,333 (16 ² / ₃ %)	\$208,333 (16 ² / ₃ %)
2. Lincoln Avenue and Florida Avenue Traffic Signal Improvements	\$250,000	⁴	\$250,000	\$161,000 ⁵	\$22,250 ⁶	\$66,750 ⁶	
3. Lincoln Avenue and Illinois Street Left-Turn Lane and Traffic Signal Improvements.	\$250,000	\$37,500	\$287,500		\$143,750 (50%)	\$143,750 (50%)	
4. Lincoln Avenue and Nevada Street Traffic Signal Improvements.	\$100,000	\$15,000	\$115,000		\$57,500 (50%)	\$57,500 (50%)	
5. Lincoln Avenue and Pennsylvania Avenue Left-Turn Lane and Traffic Signal Improvements.	\$250,000	\$37,500	\$287,500		\$143,750 (50%)	\$143,750 (50%)	

¹ Preliminary Construction Costs exclude engineering and testing fees, (15% of construction costs) right-of-way or easement acquisitions, and utility relocations not covered by a franchise or license agreement.

² Amount includes cost for left-turn lanes and traffic signal modifications on Windsor Road and Lincoln Avenue and streetlights.

³ Engineering fees absorbed by UTUC.

⁴ Engineering fees absorbed by the City of Urbana.

⁵ IDOT's share will be the sum of the \$72,000 HES Grant plus 50% of the remaining construction costs. (For example using current estimate, $\$72,000 + \$178,000 \div 2 = \$161,000$)

⁶ The City's share will be 75% and the University's share will be 25% of the local share of the construction cost.

99R 28323
9/21/99

MEMORANDUM OF CONTRACT

On the 1st day of March, 1999, the University of Illinois, and the City of Urbana, Illinois entered into an agreement which provided in part as follows:

"Section 7. Automobile Parking Meters: The University agrees to provide on a perpetual basis the use of eighteen (18) metered parking spaces in University Lot D25. These metered parking spaces are to be operated and maintained by the City and the City will collect all revenue from these metered parking spaces. However, the University retains ownership of these metered Parking spaces and the property known as University Lot D25."

The legal description for the aforesaid Lot D25 is as follows:


A tract lying in the Southeast Quarter of the Northeast Quarter of Section 18, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

Lot 26, except the east 10.00 feet thereof, of University Addition, per plat recorded in Plat Book "B" at page 19A, in the Office of the Recorder of Deeds, Champaign County, Illinois

The rights of the City of Urbana under this Agreement are in effect as of the date hereof.

DATED this 31st day of August, 1999.

CITY OF URBANA, ILLINOIS

By: 

Jack Waaler
City Attorney

PREPARED BY/RETURN TO:

Jack Waaler
City Attorney
400 South Vine Street
Urbana, IL 61801
(217) 384-2464