

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

(Myra Ridge Drive and Amber Lane)

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

SECTION 1: That Schedule J of Section 23-183, entitled "Parking Prohibited at All Times on Certain Streets" of Article XIV of the Urbana Local Traffic Code, is hereby amended by ADDING to that schedule the following portion of a street where no person shall park a vehicle at any time:

<u>Street</u>	<u>Between Street</u>	<u>& Street</u>	<u>Side of Street</u>
Myra Ridge Drive	Windsor Road	Amber Lane	East side
Amber Lane	Philo Road	Stone Creek Blvd.	South side

SECTION 2 All ordinances, resolutions, motions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 3 This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

SECTION 4 The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance

shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

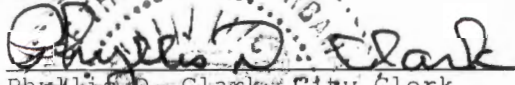
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this 5th day of August, 2002.

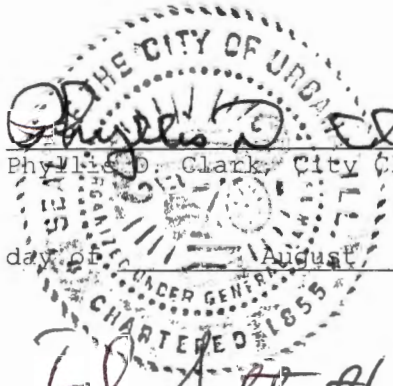
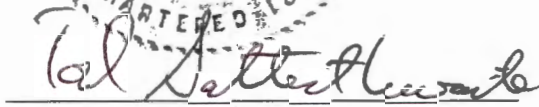
AYES: Hayes, Huth, Otto, Patt, Whelan, Wyman

NAYS:

ABSTAINS:


Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 16th day of August, 2002.



Tod Satterthwaite, Mayor

AN AGREEMENT TO IMPROVE PEDESTRIAN SAFETY
[Springfield Avenue Lighted Crosswalk]

THIS AGREEMENT, made and entered into this 17th day of July, 2002, by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter "City"), and the BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS at Urbana-Champaign campus (hereinafter "University").

WHEREAS, the City and the University are both vitally interested in improving pedestrian safety, especially in the campus area; and

WHEREAS, the University has proposed that a lighted crosswalk be installed on Springfield Avenue, and that the University will bear the initial cost of such and assume the maintenance responsibility for such; and

WHEREAS, the City agrees that such improvement would be desirable and is agreeable that such should be installed as a joint undertaking as provided herein; and

WHEREAS, although the University is willing to make the investment for such an improvement, to be a responsible steward of public money, the University needs assurances that such expenditure will produce a lasting improvement, and if the improvement is to be removed in less than ten (10) years, except for reasons of safety, the University will be reimbursed for the expenditure it made for such pedestrian safety device.

WITNESSETH:

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the City and the University do mutually covenant and agree as follows:

A. Springfield Avenue is a 66-foot dedicated right-of-way between the west right-of-way of Mathews Avenue and the east right-of-way of Wright Street.

B. The University is herein granted by the City a license to install a lighted pedestrian crosswalk (hereinafter "crosswalk") upon such right-of-way. This license is wholly dependent upon the University, its successors and assigns, fully and faithfully performing and complying with all the terms, conditions, and covenants contained within this Agreement. The University expressly acknowledges and agrees that such license is immediately revocable at the option of the City. If, however, the City requests the removal of the crosswalk for other than safety, lack of maintenance or failure of the University to comply with the terms of this Agreement, and if said request is within ten (10) years of the crosswalk installation, the City shall reimburse the University the cost of said crosswalk system. In addition, for removal other than immediate harm, the University will have thirty (30) days to remove said crosswalk from the University's receipt of the City's notice to do so. Further, it is expressly understood and agreed that the license herein granted is, and shall be at all times, subordinate to the City's or the Public's use of the Public Property for purposes normally associated with public right-of-way;

LICENSE AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
Between the *City of Urbana* and the *University of Illinois*
[Springfield Avenue between Mathews Avenue and Wright Street]

accordingly, if necessary to accommodate repair or construction of City streets, utilities or improvements to the right-of-way, the University shall, at its sole cost, be obligated to relocate, remove or reinstall any portion of the crosswalk installed in the public right-of-way, pursuant to this Agreement, within thirty days of the Director of Public Works of the City of Urbana's (hereinafter "Director") written request to do so, or, as otherwise agreed to by the City and the University. For example, if it would be less expensive for the University to pay increased incremental costs of the City to locate or relocate City utilities in a different location, the City and the University shall consider such alternatives in good faith. The purpose of the herein permitted right to construct upon such right-of-way shall be limited solely to the installation and maintenance of a crosswalk, shown in Exhibit "A", in said right-of-way, and use thereof, and for incidental uses directly related thereto. Upon cessation of such use as determined by the Director, this Agreement shall immediately lapse and terminate.

C. The construction and installation of said crosswalk or any change thereof including extension, widening, reduction or removal of said crosswalk shall be subject to the issuance of a permit by the Director. The crosswalk shall not be built until a permit is issued by the Director. Each application for a permit shall be accompanied by prints, plans and maps showing the proposed location of the crosswalk to be installed. In the event of an emergency which the University believes poses a threat of immediate harm to the public or to any of the University's facilities, the University shall be permitted access to the public way to ameliorate the threatened harm without the benefit of a permit, provided however the University shall advise the City of the emergency at its earliest opportunity and seek a proper permit within a reasonable period of time thereafter. The University shall not be charged any fee required by the City's codes and ordinances for the Permits, whether for construction or subsequent repairs.

D. When so instructed by the Director, the University will cause the crosswalk to be removed as nearly as possible in conformance with the Director's request, within thirty {30} days after receipt of written notice to the University's administrative officer from the Director or his/her designee. The University is solely and entirely responsible for any and all costs directly or indirectly related to such removal and restoration in-kind of the right-of-way.

E. In the event of an emergency, defined as immediate harm to person or property, or the University consents and agrees that the City or its duly authorized agent may remove any one crosswalk, or any portion thereof, and charge all costs and expenses incurred in such removal, disposal, and restoration to the University.

F. To the extent permitted by law, the University agrees to protect, indemnify, hold and save harmless and defend the City, its officers and employees, against any and all losses, claims, demands, costs, causes, expenses and fees, including reasonable attorney's fees and the reasonable value of any services rendered by any employee of the City, incurred by reason of any suit or any other claim or demand for injury or damages arising in favor of any person, including the University or any contractors, agents or employees of the University, on account of or in connection with any breach or other violation by the University of any of the obligations or other terms and conditions imposed upon or assumed by the University pursuant to this Agreement or by reason of or in connection with any loss, injury, personal injury or death, or

LICENSE AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
Between the *City of Urbana* and the *University of Illinois*
[Springfield Avenue between Mathews Avenue and Wright Street]

damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the rights granted to the University under this Agreement, whether or not such loss, damage, injury or liability is contributed to by the condition of the Public Ways or other property, improvement of facilities thereon, whether latent or patent, or from any other cause whatsoever, except if the condition of the Public Way is the sole cause of such loss or damage (which condition has not been caused by the University), and except the sole negligence or willful and wanton conduct of the City or any of its officers, employees, agents or contractors. The City shall provide written notice of any claim or suit to the University pertaining to the license granted by the Agreement, and shall provide such other information and cooperation in accordance with the terms of the liability self-insurance plan of the University.

G. The University acknowledges that it shall be fully responsible and bear all costs associated with any and all maintenance or repair of the crosswalk.

H. The license granted pursuant to this article may not be transferred without the express written consent of the City.

I. No license granted under this authority shall convey any right, title, or interest in rights-of-way but shall be deemed a license only to use and occupy the right-of-way for the limited purposes and term stated on the grant. No license granted under this authority shall be construed as any warranty of title.

J. This Agreement shall be expressly binding upon both parties, their successors and assigns. This Agreement shall be valid only upon being duly recorded by the Recorder of Deeds for Champaign County, Illinois.

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LICENSE AGREEMENT FOR USE OF RIGHT-OF-WAY (cont'd.)
Between the City of Urbana and the University of Illinois
[Springfield Avenue between Mathews Avenue and Wright Street]

In witness to their Agreement, the Parties have executed this document this 17th day of July, 2002.

CITY OF URBANA

By: James H. Hays
Mayor

ATTEST:

By: Phyllis D. Clark
City Clerk

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Stephen K. Rugg
Comptroller

ATTEST:

By: Michael M. Thompson
Secretary, Board of Trustees

By: Charles C. Collett
Vice Chancellor for Administration
and Human Resources

APPROVED:

By: Jack Waaler
Legal Counsel

APPROVED (as to form):

By: Margaret H. Lawler
Legal Counsel

* * *

Prepared by and please return recorded copy to:

Jack Waaler, City Attorney
City of Urbana, Illinois
400 South Vine Street
Urbana, Illinois 61801