

ORDINANCE NO. 9899-27

AN ORDINANCE APPROVING AN 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

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

Section 1. That An 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, in the form of a copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.


Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 21st day of September, 1998.

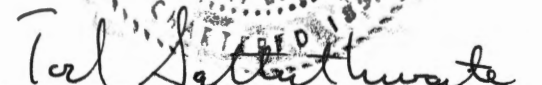
AYES: **Hayes, Huth, Kearns, Patt, Taylor, Whelan, Wyman**

NAYS:

ABSTAINED:


Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 23rd day of September, 1998.


Tod Satterthwaite, Mayor

AN 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

This Agreement entered into this ____ day of _____, 1998, 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 traffic signals at Lincoln and Illinois, Lincoln and Nevada, Lincoln and Pennsylvania, Lincoln and Florida, 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 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 in graphics pertaining to each set forth 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. Installation of left-turn lanes and improved signalization of the intersection of Windsor Road and Lincoln Avenue.
 3. The installation of traffic signals and left-turn lanes and replacement of street lights at the intersection of Lincoln Avenue and Florida Avenue.
 4. The installation of street lights on Lincoln Avenue between Hazelwood Drive and Windsor Road.

- B. Lincoln Avenue and Illinois Street intersection (hereafter simply "Lincoln and Illinois") Lincoln Avenue will be widened to include both a northbound and southbound left turn lane with traffic signals. (Exhibit "B").

- 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")

- D. Lincoln Avenue and Nevada Street intersection (hereafter simply "Lincoln and Nevada") will be provided with traffic signals.

- E. Orchard and Florida intersection (hereafter simply called "Orchard and Florida"): Improvements and repairs 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 (Exhibit "D")

Section 2. South Lincoln:

- A. The University agrees to complete all necessary 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 to complete its design no later than October 31, 1999.
- B. The City agrees to complete all necessary work within the intersection of Lincoln Avenue and Florida Avenue with respect to the Hazard Elimination Safety Grant awarded by IDOT for the signalization of Florida Avenue and Lincoln Avenue.
- C. If the South Lincoln improvements are not awarded in a timely manner and the cause is due to the University's delay 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 all additional costs resulting from the loss of said Grant. [Administrators of the HES Grant state all \$72,000.00 of the Grant must be expended by June 30, 2000 without risking loss of the Grant.]
- D. In accordance with Section 8 below, the City agrees to contribute to the cost 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.
- B. In accordance with Section 8 below, the University agrees to contribute to the costs of these projects in accordance with Exhibit "F".
- C. The University agrees to grant a right-of-way easement as shown as "Proposed R-O-W Easement" on Exhibit "E" and Exhibit "E" to facilitate the subject improvements in (A) above.

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, the University shall pay the City the sum of Five Thousand Dollars (\$5,000.00) as provided herein.

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: Subject to Section 7, 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. Parking Meters: The University agrees to provide on a perpetual basis, twenty-one (21) metered parking spaces in either a University parking lot or on a University-owned and controlled street (minus the number of new parking spaces on City of Urbana streets in the Central Campus Plan Boundary area made available by retiring existing curb cuts for driveways) all of which said parking spaces, based on revenues previously collected and other relevant factors, are deemed likely, in the opinion of the Urbana City Engineer, to produce parking meter revenue approximately equal to the twenty-one (21) metered parking spaces lost to the City as a result of the vacation of California Street. It is understood that the City shall be under no obligation to vacate the above-named streets until the City Engineer approves the twenty-one (21) metered parking spaces in accordance with this Section.

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 will be at variance with the estimated costs. It is agreed that, except for the Five Thousand Dollars (\$5,000.00) to be paid to the City for the work on Florida and Orchard traffic signals, the final costs for the other joint projects shall be divided between the parties in accordance with the percentages set forth in Exhibit "F".

Section 9. Payment: The University or the City shall, within thirty (30) days after receipt of any invoice, 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's 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

And to:

City Engineer
City of Urbana
706 South Glover Street
Urbana, Illinois 61801

UNIVERSITY

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

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 this _____ day of _____, 1998.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By: _____
Comptroller

ATTEST: _____
Secretary

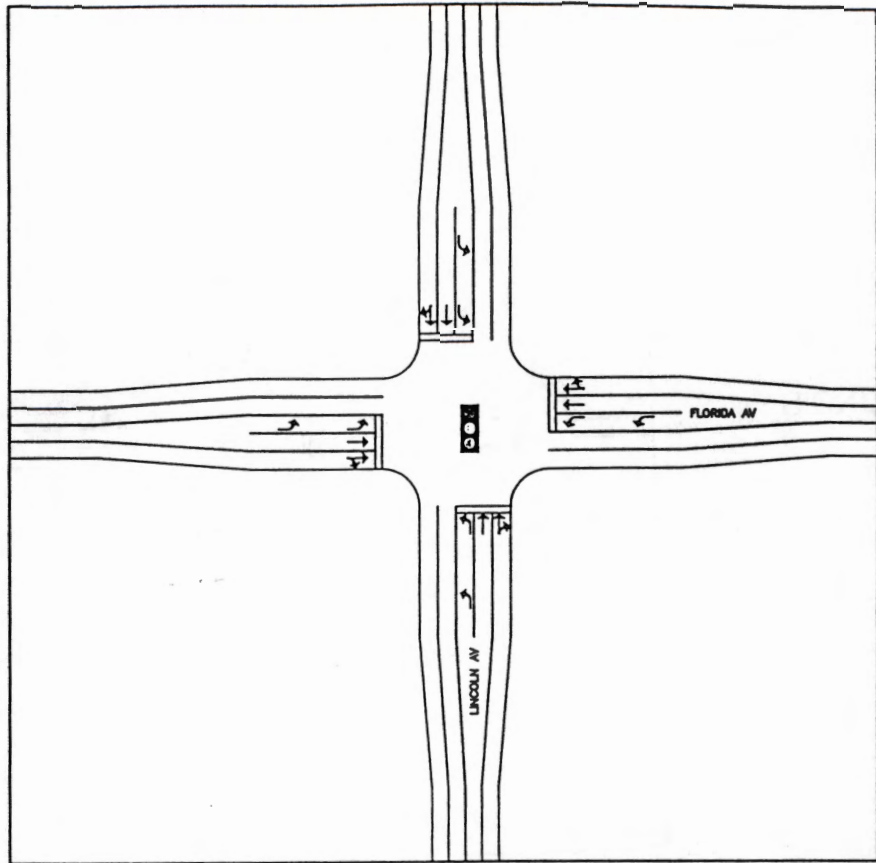
APPROVED: _____
Legal Counsel

CITY OF URBANA

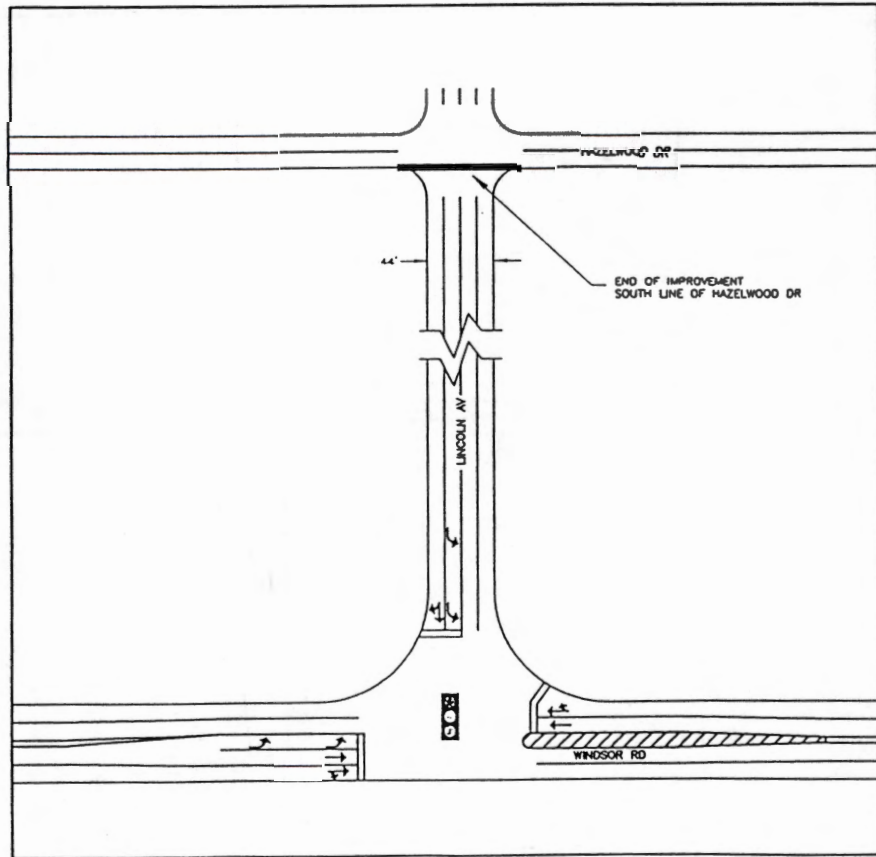
By: _____
Mayor

ATTEST: _____
City Clerk

AT FLORIDA



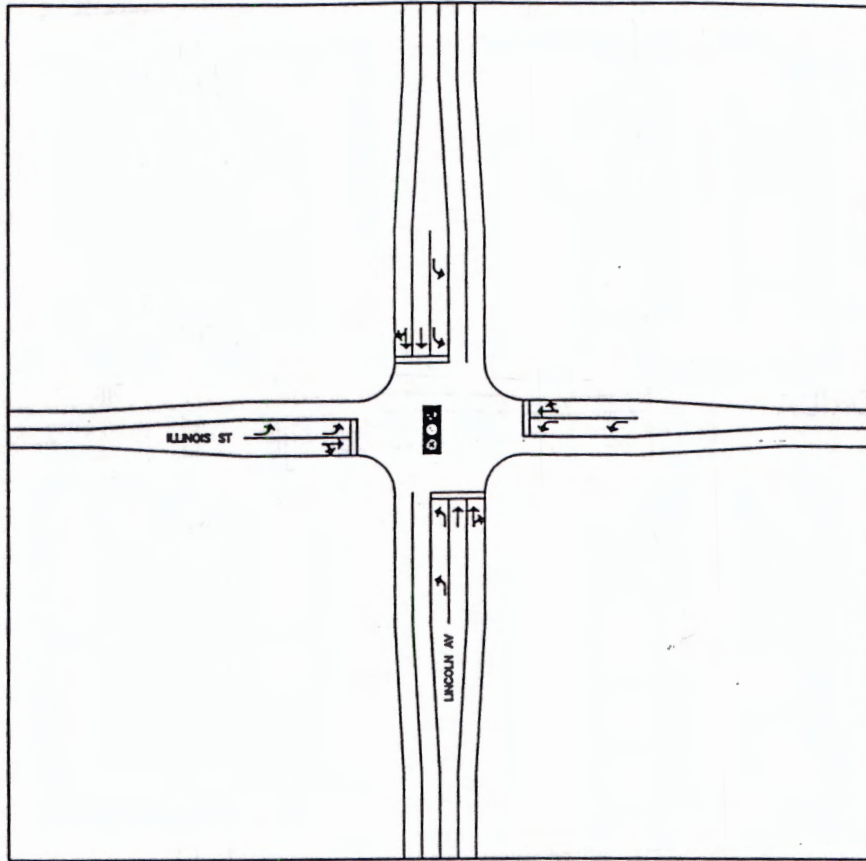
SOUTH LINE OF
HAZELWOOD TO
WINDSOR



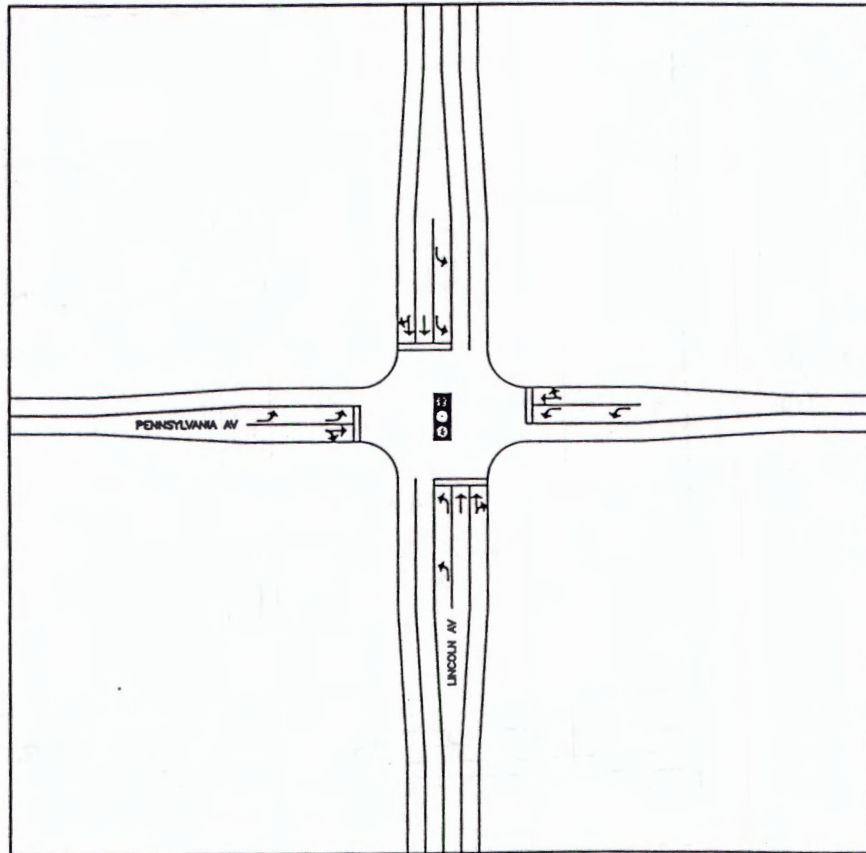
SOUTH LINCOLN AVENUE IMPROVEMENTS EXHIBIT "A"

08/03/98 K.L.H.

AT ILLINOIS

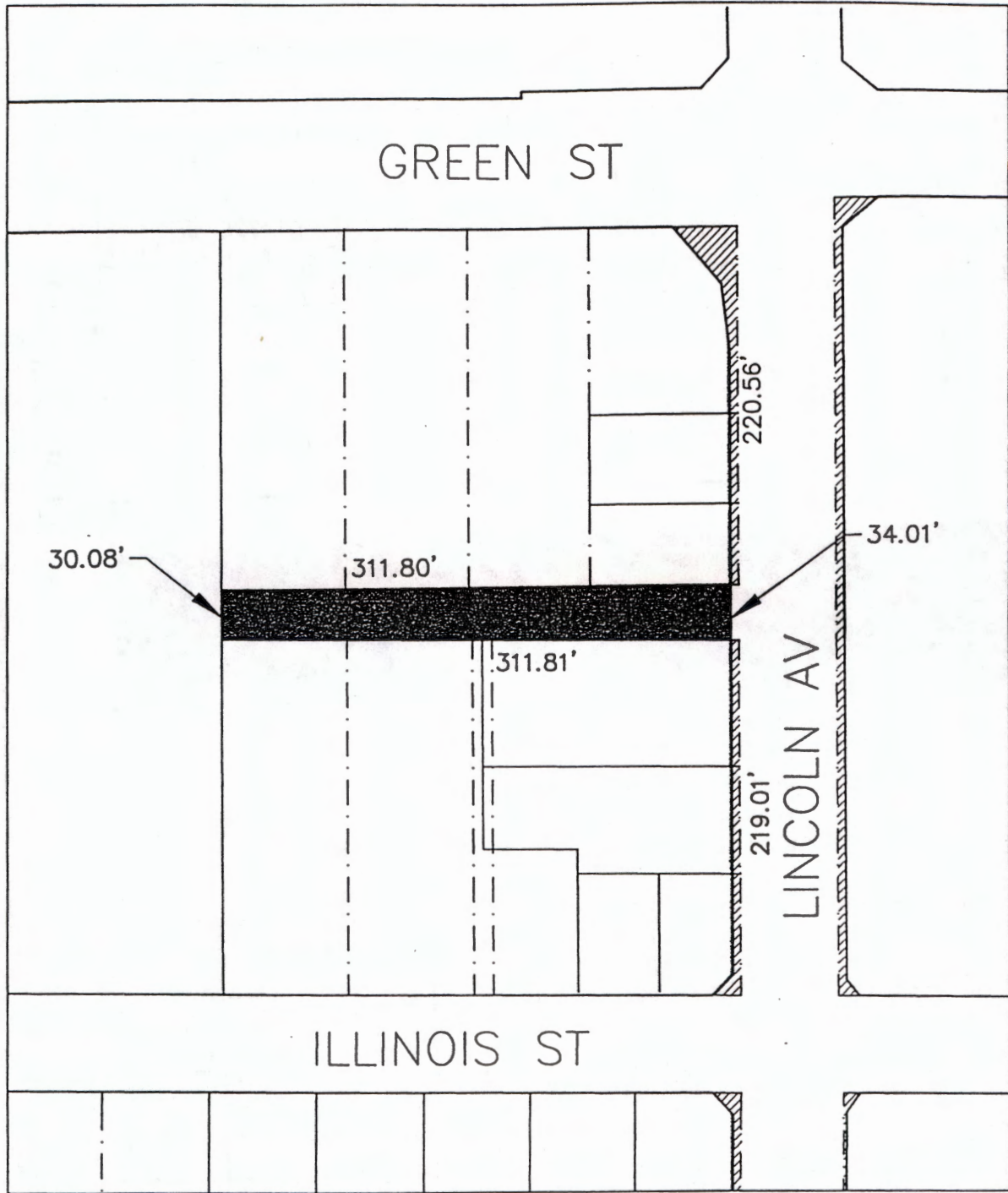




AT PENNSYLVANIA



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"

ILLINOIS ST

901 OFFICE OF
ADMISSIONS AND RECORDS

LINCOLN AV

GREGORY ST

578'

578'

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"

GREEN ST

162'

307.12
SQ. FT.

LINCOLN AV

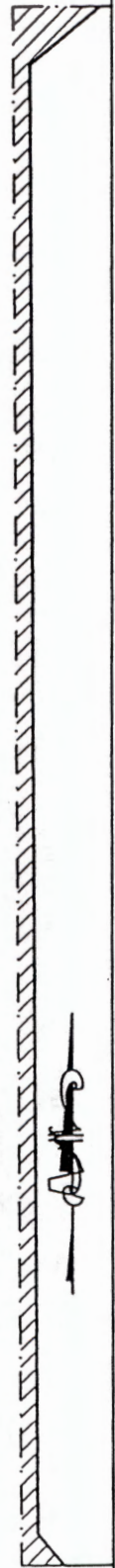
HIGH ST

207'

412.17
SQ. FT.

2'

ILLINOIS ST



ILLINOIS ST

289'

574.98
SQ. FT.

LINCOLN AV

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	University Costs	Urbana Costs
1. Lincoln Avenue and Florida Avenue Traffic Signal Improvements, and Lincoln Avenue from Hazelwood Drive to Windsor Road Improvements. ⁵	\$1,500,000 ²	³	\$1,500,000	\$221,584 ⁴	\$248,083 ⁶
2. Florida Avenue and Orchard Drive Traffic Signal Improvements.	\$5,000	⁷	\$5,000	\$5,000 (100%)	\$0 (0%)
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) any right-of-way or easement acquisitions, and any possible utility relocations not covered by a franchise agreement.

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

³ Engineering fees to be absorbed by each agency respectively.

⁴ The remaining costs of \$1,030,333 will come from IDOT and the County.

⁵ Amount of Hazard Elimination Safety Grant is \$72,000.

⁶ The City agrees to fund one-third (1/3) of the local share for all construction costs of the south Lincoln Avenue improvement between Hazelwood Drive and Windsor Road and the City agrees to fund three-quarters (3/4) of the local share for all construction costs at the Florida Avenue and Lincoln Avenue intersection improvement.

⁷ Engineering fees absorbed by the City of Urbana.

EXHIBIT F