



MEMORANDUM

TO: Bruce K. Walden, Chief Administrative Officer
FROM: William R. Gray, P.E., Public Works Director
DATE: June 19, 2002
RE: **University of Illinois Request to Install a Lighted Pedestrian Crosswalk on Springfield Avenue at the Grainger Library Crossing**

INTRODUCTION

Representatives from the University of Illinois have contacted the City requesting a license agreement to install a lighted pedestrian crosswalk on Springfield Avenue between Mathews Avenue and Wright Street at the Grainger Library crossing. The crosswalk will be installed entirely within the Springfield Avenue right-of-way. This location has been identified in the CATS study as needing some kind of special warning devices to alert motorists that they are approaching a busy occupied crosswalk. The City and the University deemed this location suitable as an experiment to try this new device that has proven successful in other parts of the country. If found successful, it may be used at other mid-block crossings in the University District.

The lighted crosswalk is installed with a series of amber strobe lights on both sides of the crosswalk markings. These lights are encased in snowplow proof housings embedded in the roadway facing oncoming traffic. Detectors are installed at the sides of the streets and detect pedestrians as they approach the crosswalk. The lights begin flashing alerting the driver that a pedestrian is in or near the crosswalk. Studies have shown so far that drivers are yielding to pedestrians and noticing the crosswalks significantly more than standard pavement markings. The system is approved for use in the Manual on Uniform Traffic Control Devices, a standard the City must adhere to in warranting the use of traffic control devices.

In order for the lighted crosswalk to be installed in the City right-of-way, a license agreement is necessary. Attached please find an agreement for the use of the right-of-way, which outlines the conditions for permitting the University to occupy the public right-of-way with a crosswalk of this type.

FISCAL IMPACTS

There would be no financial impacts to the City since the installation and maintenance for the crosswalk is solely at the University's expense. Additionally the University is indemnifying the City against any losses, claims, etc., that may occur as a result of the crosswalk at this location.

RECOMMENDATIONS

It is recommended that the attached ordinance authorizing the Mayor and Clerk execute "A LICENSE AGREEMENT FOR USE OF RIGHT-OF-WAY" be approved.

WRG:jl

Attachments: Agreement for Use of Right-of-Way
 Exhibit "A"
 Ordinance

ORDINANCE NO. 2002-06-071

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE

A LICENSE AGREEMENT FOR USE OF RIGHT-OF-WAY
{Springfield Avenue between Mathews Avenue and Wright Street}

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

Section 1. That the License Agreement for Use of Right-of-Way (Springfield Avenue between Mathews Avenue and Wright Street) between the City of Urbana and the Board of Trustees of the University of Illinois, 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 _____ day of _____, 2002.

AYES:

NAYS:

ABSTAINS

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2002.

Tod Satterthwaite, Mayor

LICENSE AGREEMENT FOR USE OF RIGHT-OF-WAY

[Springfield Avenue between Mathews Avenue and Wright Street]

THIS AGREEMENT, made and entered into this _____ day of _____, 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").

WITNESSETH:

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 in the event that the University, its successor or assign, fails to perform or comply with any term, condition or covenant set forth within this Agreement. 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; 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

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]

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 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

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]

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.

* * *

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 _____ day of _____, 2002.

CITY OF URBANA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED:

By: _____
Legal Counsel

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: _____
Comptroller

ATTEST:

By: _____
Secretary, Board of Trustees

By: _____
Vice Chancellor for Administrative Affairs
and Human Resources

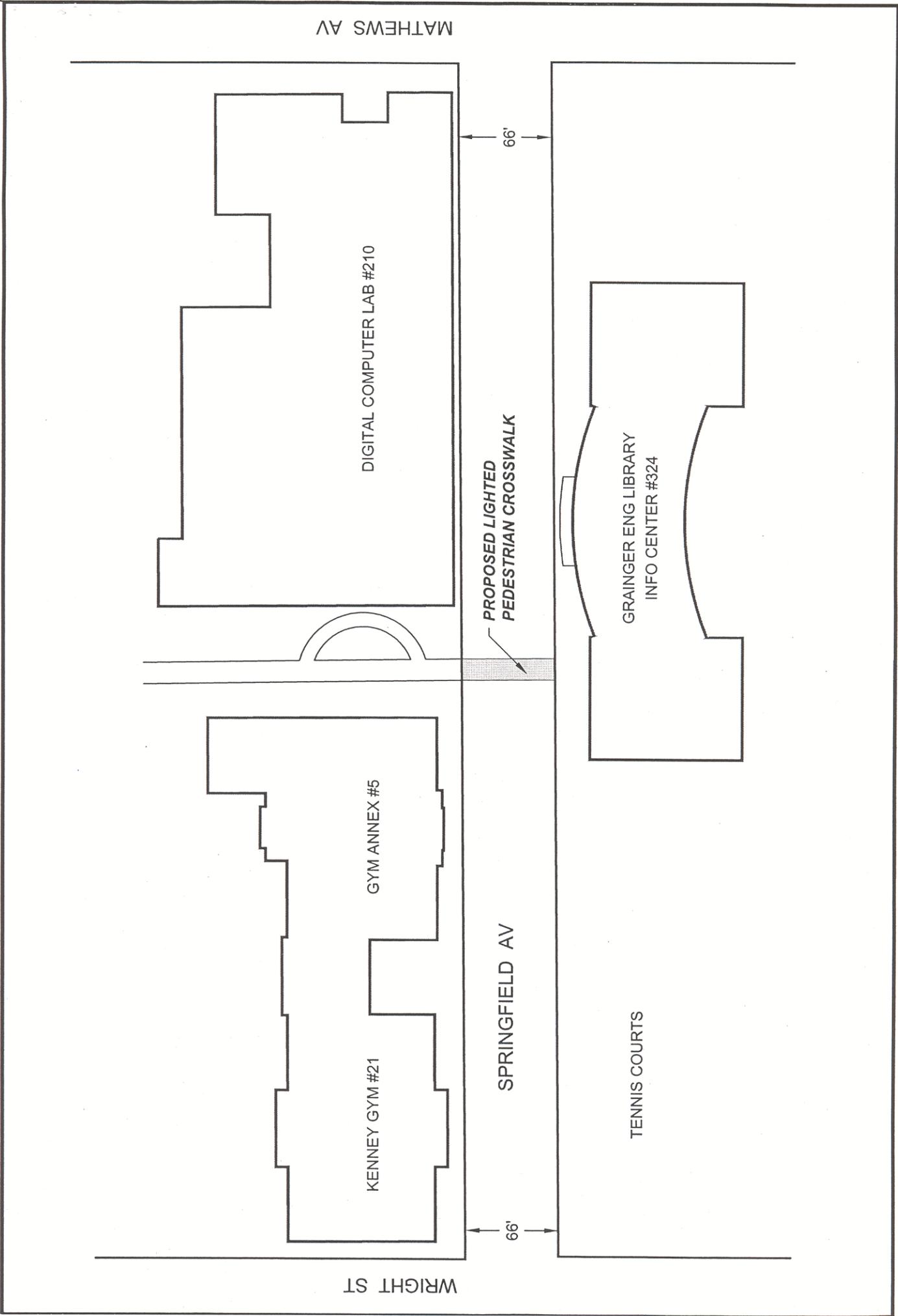
APPROVED (as to form):

By: _____
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



Proposed Lighted Pedestrian Crosswalk

