



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Laurel Lunt Prussing, Mayor, City of Urbana

FROM: Elizabeth H. Tyler, FAICP, Director, Community Development Services

DATE: May 8, 2014

SUBJECT: **A Resolution Authorizing the Execution of an Agreement Between the City and Common Ground Food Co-op to Provide Bicycle Parking Spaces**

Introduction and Background

Common Ground Food Co-op has approached the City with a request to allow covered bicycle parking in the Lincoln Square Village parking lot adjacent to their store. Currently, customers of Common Ground park their bicycles under the store's front canopy. However, there is limited space under this canopy and the Co-op would like to expand their outdoor seating into the area where the bicycle parking now exists. In order to allow for expanded outdoor seating and expanded covered bicycle parking, the Co-op proposes to purchase a bicycle parking shelter and have it installed in the parking lot adjacent to the store. In order to allow this, the Co-op is seeking permission from the City, as the owner of the parking lot, and Lincoln Square Village, as the lessee of the parking lot. They have already secured permission from Lincoln Square to allow the bicycle parking.

Common Ground has asked that the City install the bike parking shelter to ensure it is installed to City standards. The shelter would then be donated to the City. Once installed, the covered bicycle parking would be open to the public. It would be located near the entrance of Common Ground Food Co-op, but would be available for any Lincoln Square Village or Market at the Square customers to park their bicycles. Exhibit A of the Agreement shows the proposed location of the shelter.

Installing covered bicycle parking at a popular downtown destination will support the goals of the 2008 Urbana Bicycle Master Plan. It will help increase bicycle ridership and will provide a supporting facility to make bicycle transportation more convenient. The plan also recommends installing covered bicycle parking near the Market at the Square. Covered parking is more convenient for bicyclists, as it protects bicycles from rain and snow.

Proposed Agreement

The proposed agreement contains the following provisions:

- The City agrees to allow bicycle parking at the designated location and will prepare the area to be used for bicycle parking. This involves installing a concrete pad to anchor the shelter and bicycle parking racks.
- The Co-op agrees to purchase the bicycle parking cover for the City to install, subject to approval of the City Engineer. The City Engineer has approved a Duo-Gaard Parachute model shelter, as shown in Exhibit B. The size of the shelter will depend on the Co-op's final budget. It is anticipated that the shelter will accommodate six to eight bicycle racks (12 - 16 bicycles in total).
- The City agrees to install the bicycle parking cover and bicycle parking racks.
- The Co-op will donate the shelter to the City.
- The City will maintain the shelter and bicycle parking.
- The City agrees not to remove the bicycle parking spaces for at least five years. The City may remove the spaces after five years, but must provide a 90-day notice to Common Ground prior to the removal.

Fiscal Impacts

This agreement does not require a budget amendment, as installation of bicycle parking falls under Public Works' Operations budget. The agreement obligates the City to install a concrete pad, bicycle racks, and the shelter. It also obligates the City to maintain the shelter and the bicycle parking area underneath it. Public Works estimates the total cost of materials and labor to install the concrete pad and shelter at \$3,000. The City has previously purchased bicycle racks for installation throughout downtown; therefore no new racks will need to be purchased for this agreement. There would also be costs associated with maintenance of the parking area, including snow removal.

Options

1. Approve the Resolution Authorizing the Execution of an Agreement Between the City and Common Ground Food Co-op to Provide Bicycle Parking Spaces as proposed.
2. Approve the Resolution Authorizing the Execution of an Agreement Between the City and Common Ground Food Co-op to Provide Bicycle Parking Spaces with changes. It should be noted that any changes will need to be agreed to by the Common Ground Food Co-op.
3. Do not approve the Resolution.

Recommendation

Staff recommends approval of the Resolution as attached. The proposed agreement will allow the Co-op and the City to move forward with the installation of covered bicycle parking spaces at Lincoln Square Village.

Memorandum Prepared By:

Jeff Engstrom, AICP
Planner II

Attachments: Exhibit 1: Draft Resolution with Attached Agreement and Location Exhibit
Exhibit 2: Proposed Shelter Photo and Specifications

Cc: Joy Rust, Common Ground Food Co-op
Jacqueline Hannah, Common Ground Food Co-op

RESOLUTION NO. 2014-05-032R

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE CITY AND COMMON GROUND FOOD CO-OP
TO PROVIDE BICYCLE PARKING SPACES

WHEREAS, the City Council of the City of Urbana, Illinois, has adopted the 2008 Urbana Bicycle Master Plan, which includes goals of increasing bicycle ridership and providing supporting facilities to make bicycle transportation more convenient; and

WHEREAS, the Common Ground Food Co-op has requested the City to enter into an agreement to provide space for covered bicycle parking in the Lincoln Square Village parking lot; and

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that execution of an agreement with Common Ground Food Co-op to provide space for covered bicycle parking will provide supporting facilities to make bicycle transportation more convenient for visitors to the Co-op, Lincoln Square Village, and Urbana's Market at the Square.

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

Section 1. That an Agreement pertaining to the installation of bicycle parking, in substantially the form of the 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 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 _____,
_____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

**AN AGREEMENT BETWEEN THE CITY OF URBANA AND
COMMON GROUND FOOD CO-OP TO PROVIDE BICYCLE PARKING SPACES**

This Agreement Between the City of Urbana and Common Ground Food Co-Op to Provide Bicycle Parking Spaces (hereinafter, "Agreement") is made and entered into this _____ Day of _____, 2014, by the City of Urbana (hereinafter, the "City") and Common Ground Food Co-op ("Co-op"), collectively referred to as the "Parties.

WHEREAS, the City is owner of all the parking in that portion of the Lincoln Square Mall parking lot which is the area adjacent to the Common Ground Food Co-op (hereafter "Common Ground"), subject to a leasing agreement with New Lincoln Square, LLC., and

WHEREAS, per the agreement in Exhibit B, the City has the consent of the New Lincoln Square LLC., to alter their parking spaces depicted on Exhibit A to accommodate bicycle parking, and

WHEREAS, the Parties deem it desirable to provide a covered bicycle parking area in and about the Co-op; and

provide cover for the bicycle parking space by arranging for the acquisition of a bicycle parking cover and its maintenance.

WHEREAS, through its agreement with New Lincoln Square, LLC, the City seeks to make space available in the parking lot adjacent to the Co-op for the construction of a covered bicycle parking area; and

WHEREAS, the Co-op is willing to provide the cover for the aforesaid covered bicycle parking area.

NOW in exchange of mutual consideration the sufficiency of which the Parties acknowledge as having in hand received and in exchange of the covenants, terms and conditions provided in this Agreement, the Parties agree as follows:

1. **CITY’S RIGHT TO CONSTRUCT BICYCLE PARKING:** The City represents that it has (i) secured the right from New Lincoln Square, LLC to allocate certain parking spaces in the Lincoln Square Mall which are located within the near proximity of the Co-op, (ii) has the right to construct or allow the construction of a covered bicycle parking area in said location all as more specifically depicted and identified on Exhibit A appended to and made a part of this Agreement (hereinafter, “Exhibit A”). Such right is memorialized in Exhibit B which has been entered into and executed by and between New Lincoln Square, LLC and the City.

2. **CO-OP’S PROVISION OF BICYCLE PARKING COVER:** The Co-op shall provide to the City a cover (hereinafter, the “Cover”) which the City shall use as part of construction of the covered bicycle parking area provided for in this Agreement and in the location depicted on Exhibit A. The Cover shall be designed and constructed in such means, method and manner and of such material or materials as approved by the City Engineer or his designee in writing. The Co-op shall be responsible for and shall pay for all costs and expenses related to the design and manufacture or fabrication of the Cover including any costs or expenses associated which may be or are associated with delivery of the Cover or any component part thereof to the site where it will be installed.

3. **SITE PREPARATION AND CONSTRUCTION OF BICYCLE PARKING AREA:** The City shall be responsible for, undertake, complete, and pay for the following work:

- a. Preparation of the site depicted and identified on Exhibit A for the installation and construction of an area for covered bicycle parking.
- b. Construction of the site improvements to accommodate covered bicycle parking.
- c. Installation of the Cover.

- d. Procurement and installation of such equipment, including but not necessarily limited to bicycle racks, as the City Engineer or his designee deem necessary to facilitate the parking of bicycles.

The design of the bicycle parking area depicted and identified on Exhibit A and the installation of the Cover shall be undertaken and completed in accordance with specifications provided by the City Engineer or his designee or in such manner as the City Engineer or his designee may approve. The City shall be responsible for and shall pay for all costs and expenses in connection with the installation of the Cover.

4. MAINTENANCE OF COVERED BICYCLE PARKING: The City shall be responsible for and shall maintain and, when necessary or appropriate, repair the covered bicycle parking area provided for in this Agreement including, but not necessarily limited to the repair, maintenance and replacement of the Cover. The City's obligation to maintain, repair and replace, as provided for in this Paragraph, shall continue for so long as covered bicycle parking is provided in the location depicted and identified on Exhibit A.

5. DONATION OF COVER: Upon completion of construction of the covered bicycle parking area provided for in this Agreement, which completion date shall be determined by the City Engineer or his designee, the Co-op shall be deemed to have donated to the City the Cover. Thereafter, the Co-op shall have no further responsibility for the Cover.

6. TERM AND TERMINATION OF AGREEMENT: Neither Party shall terminate or remove the covered bicycle parking area provided for in this Agreement or terminate this Agreement during the five-year period immediately following the date first appearing above. In the absence of ninety (90) days' notice prior to the expiration of the aforesaid five-year term of this Agreement, this Agreement shall automatically renew for an

additional five-year period and, thereafter, for additional five-year periods in the absence of any such notice to terminate as hereinbefore provided. Notwithstanding anything to the contrary in this Paragraph, nothing herein shall be deemed, construed or interpreted as preventing the City from undertaking such maintenance and repair to the covered bicycle parking area, including and not limited to the Cover, as the City deems necessary and appropriate which repair and maintenance may require the temporary removal of the Cover and/or closing down the bicycle parking area in order to undertake and complete such repair and/or maintenance.

7. **EARLY TERMINATION OF AGREEMENT FOR NEED:** Notwithstanding anything to the contrary in Paragraph 6 of this Agreement, the City may, at its sole and exclusive election, terminate this Agreement and remove the Cover and/or the entire bicycle parking area prior to the expiration of the five-year period provided in Paragraph 6 if the City reasonably and demonstrably determines that the Cover and/or the covered bicycle parking area has presented or will likely present a threat or a hazard to human life, health and/or safety. In the event the City determines that it is necessary to either remove the Cover or terminate this agreement because of a threat or hazard to human life, health and/or safety, any and all such removal shall be undertaken or caused to be undertaken by the City at its sole cost and expense.

8 **MISCELLANEOUS PROVISION:**

a. The City shall become and remain responsible for the condition of the covered bicycle parking area and all parts thereof, including but not necessarily limited to the Cover, from the time construction of the same shall commence through such time as said covered bicycle parking area shall be removed.

b. Upon completion of the construction and installation of the covered bicycle parking area as provided for in this Agreement, the City shall be deemed to indemnify

and hold the Co-op harmless and assume any defense tendered to the City by the Co-op for any injury which arises from the installation, maintenance and repair of the covered bicycle parking area which is solely and directly or proximately caused by any negligent, willful, wanton, or intentional act of the City or any of its employees or agents. However, nothing herein shall be deemed, construed or interpreted as creating any obligation on the part of the City to indemnify, hold harmless or defend the Co-op for the negligent construction or fabrication of the Cover or for any other negligent, willful, wanton, or intentional act or omission by the Co-op or any of its employees or agents which directly or proximately causes or in any way contributes to any injury to any third person.

c. All notices concerning the termination, whether earlier or upon the expiration of any five-year period as provided for in this Agreement, or relating to the indemnity, hold harmless and duty to defend provisions contained in Paragraph 8.c. of this Agreement, or as required by any other term or condition in this Agreement shall be in writing and shall be deemed effective –

(i) If by First Class U.S. Mail, such notice shall be effective if placed in a properly addressed envelope bearing proper postage and the same shall be deemed effective four (4) days after placement with the U.S. Postal Service.

(ii) If by facsimile, such notice shall be effective if transmitted to the proper facsimile telephone number provided by the intended recipient of such facsimile. If the sender's facsimile machine prints a receipt which indicates that the recipient's facsimile machine received the facsimile, then the same shall be deemed effective the day following receipt of the facsimile.

(iii) If by overnight courier, such notice shall be effective if directed to the recipient's proper address and delivered to the said recipient. The notice shall be deemed effective the day following delivery of the notice.

(iv) If personally delivered, such notice shall be deemed effective the day following delivery of the notice.

(d) The laws of the State of Illinois shall govern any action to interpret, construe or enforce this Agreement. In the event of any dispute concerning any covenant, term or condition contained in this Agreement, the Parties shall agree to enter into mediation in an effort to resolve their dispute. If such mediation fails to resolve the dispute, then either Party may apply to and maintain an action in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

(e) The Parties acknowledge that the individual who executes this Agreement below is authorized to do so.

FOR THE CITY OF URBANA:

FOR COMMON GROUND FOOD CO-OP

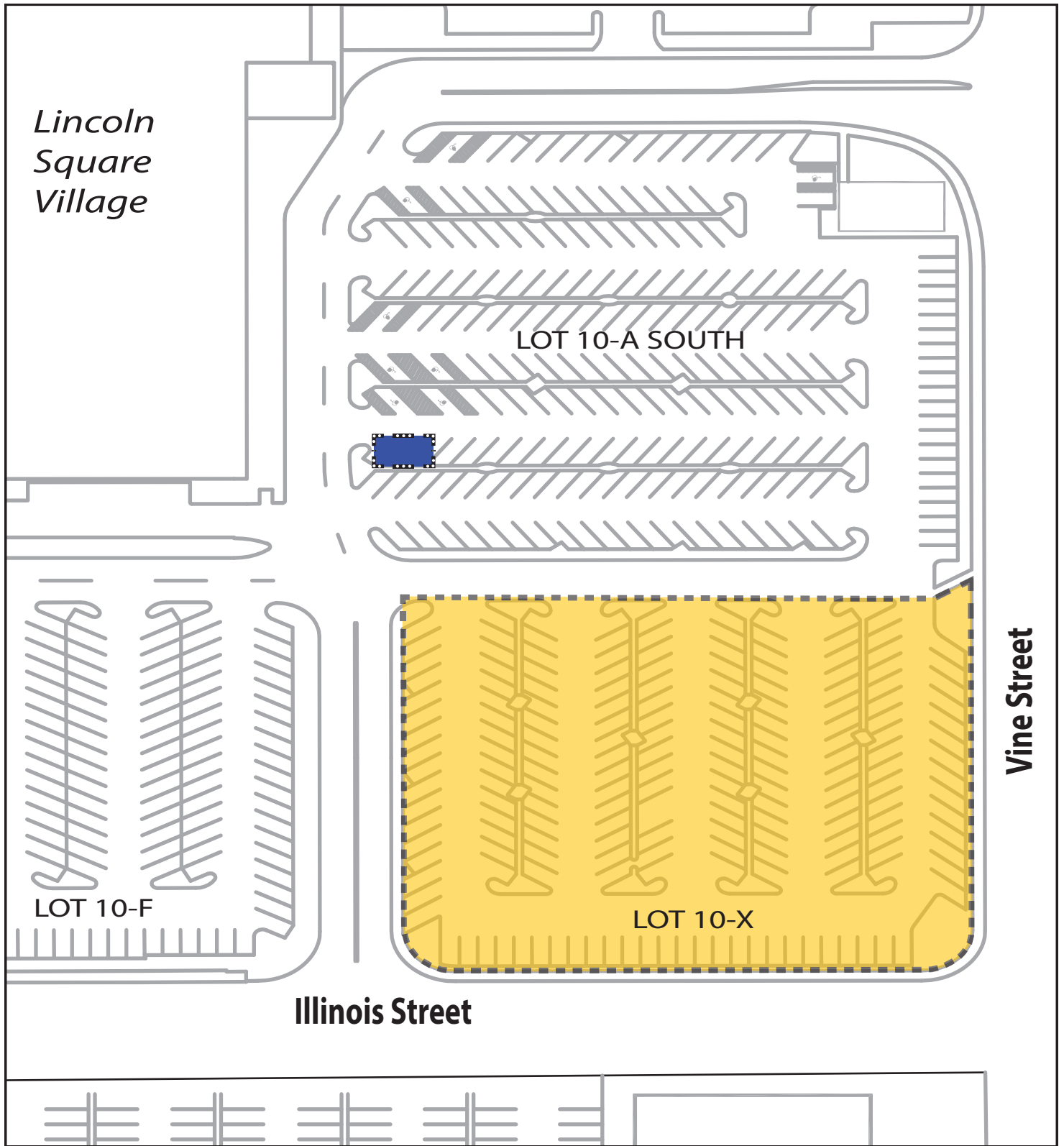
Mayor Laurel Lunt Prussing.

A duly authorized agent.

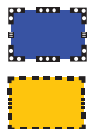
ATTEST:

City Clerk for the City of Urbana.

Exhibit A



Covered Bicycle Parking Location Map



Bicycle Parking Spaces

Market on the Square (Lot 10-X)

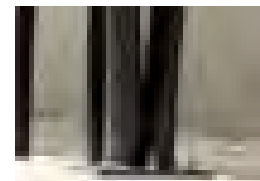
0 Ft. 90 Ft.



Prepared 05/20/2014
by Community Development Services



parachute model



Its graceful lines echo movement

© Design by Duo-Gard Industries 2009

ROOF

- Multiwall translucent polycarbonate
- Batten Style
- Variety of custom colors available
- Opal, clear, bronze - green or blue based on availability

FRAME

- Smaller footprint ideal for tight areas
- Heavy gauge steel
- 3-Coat Tnemec system including 2-part epoxy finish, galvanized or stainless steel
- Anchor - surface mounted or below grade mounting kits

OPTIONAL FEATURES

- Standard lighting packages
- Photovoltaic solar lighting packages
- Bike racks

STANDARD SIZES* & APBP-BASED RECOMMENDED PARKING CAPACITIES

9' x 8'	6-10 Bikes	9' x 21'	14-20 Bikes	12' 6" x 18'	20 Bikes
9' x 12'	8-12 Bikes	9' x 24'	16-22 Bikes	12' 6" x 36'	40 Bikes
9' x 15'	10-14 Bikes	9' x 27'	18-24 Bikes	12' 6" x 48'	60 Bikes
9' x 18'	12-18 Bikes	9' x 30'	20-26 Bikes		

*Custom sizes available

AVAILABLE UPON REQUEST

- Project pricing
- Specifications
- CAD drawings
- Bike parking layouts

STANDARD SHELTER MODELS

- Designed to address specific bike parking needs
- Pre-engineered
- Constructed with readily available, standard materials
- Cost effective