

ENGINEERING DIVISION

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TO:	Mayor Laurel Lunt Prussing and Members of the City Council
FROM:	William R. Gray, Public Works Director
DATE:	October 5, 2016
RE:	Improved Street Lighting on Springfield Avenue between Wright Street and Lincoln Avenue

Action Requested

Approval of the attached resolution entitled "A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF URBANA AND THE UNIVERSITY OF ILLINOIS (Agreement Regarding Increased and Maintenance of Lighting on Springfield Avenue between Wright Street and Lincoln Avenue)."

Background and Facts

The City currently owns and operates street lights located along Springfield Avenue between Wright Street and Lincoln Avenue. The location is shown in the attachment titled Exhibit A. Because there is a high volume of University of Illinois related pedestrian traffic in this area, the University has requested the City to improve the nighttime illumination along this street for the safety and protection of University students and others who travel on or along Springfield Avenue.

The University is willing to reimburse the City for the cost of purchasing LED lamps (including fixtures) for this section of road. LED lamps will provide better light quality and light coverage. Urbana Public Works is willing to provide the labor to install those newly-purchased lamps and, thereafter, continue maintaining the said lamps and streetlights. Public Works would initially purchase the LED lamps and subsequently be reimbursed for the purchase price by the University.

Financial Impact

The City of Urbana will be reimbursed for the material costs of this project by the University of Illinois. The City will expend approximately 30 hours of electrician time.

Recommendations

It is recommended that the City Council approve the attached resolution entitled A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF URBANA AND THE UNIVERSITY OF ILLINOIS (Agreement Regarding Increased and Maintenance of Lighting on Springfield Avenue between Wright Street and Lincoln Avenue).

ADMINISTRATION • ARBOR • ENVIRONMENTAL SUSTAINABILITY ENGINEERING • EQUIPMENT SERVICES • OPERATIONS Attachments: A Resolution to Approve an Intergovernmental Cooperative Agreement between the City of Urbana and the University of Illinois (Agreement Regarding Increased and Maintenance of Lighting on Springfield Avenue between Wright Street and Lincoln Avenue)

Exhibit A

ADMINISTRATION • ARBOR • ENVIRONMENTAL SUSTAINABILITY ENGINEERING • EQUIPMENT SERVICES • OPERATIONS

--printed on recycled and recyclable paper--

RESOLUTION NO. 2016-10-065R

A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF URBANA AND THE UNIVERSITY OF ILLINOIS

(Agreement Regarding Increased and Maintenance of Lighting on Springfield Avenue between Wright Street and Lincoln Avenue)

WHEREAS, the City of Urbana, Illinois ("City") is a home rule unit of local government pursuant to the Illinois Constitution of 1970 and the Illinois Municipal Code. ILCS Const. Art. 7, § 6; 65 ILCS 5/1-1-9; and

WHEREAS, the Board of Trustees of the University of Illinois ("University") is a body corporate and politic of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties hereto enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the City owns and operates certain street lights located along Springfield Avenue between Wright Street and Lincoln Avenue; and

WHEREAS, the University has requested the City to improve the nighttime illumination along Springfield Avenue between Wright Street and Lincoln Avenue for the safety and protection of University students and others who travel on or along Springfield Avenue; and

WHEREAS, the University is willing to agree to reimburse the City for the cost of purchasing brighter lamps for the streetlights which are currently along Springfield Avenue between Wright Street and Lincoln Avenue; and

WHEREAS, the City is willing to purchase the aforesaid lamps and, at its expense, install those newly-purchased lamps and, thereafter, continue maintaining the said lamps and

streetlights.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

<u>Section 1.</u> The Intergovernmental Cooperative Agreement shall be and hereby is authorized and approved in substantially the form and substances appended hereto and made a part hereof.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and hereby is 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 in substantially the form and substance appended hereto and made a part hereof.

Ayes:

Nays:

Abstentions:

PASSED BY THE CITY COUNCIL this ____ day of _____, ____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, ____.

Laurel Lunt Prussing, Mayor

INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Cooperation Agreement ("Agreement") is entered into on behalf of the **Board of Trustees of the University of Illinois**, a body corporate and politic of the State of Illinois, on behalf of its Office of Facilities and Services ("University") and the **City of Urbana** ("City") (individually a "Party" and collectively the "Parties") effective as of the date of final, executing signature.

WHEREAS, the City owns and operates street lights on City-owned streets servicing certain portions of the grounds of the University; and

WHEREAS, the University pays no costs for operation and maintenance of City street lights on City-owned streets and has no intent to pay such costs in the future; and

WHEREAS, the University and City have agreed that, on a one time only basis, the University shall reimburse the City for the cost of replacing the mercury vapor lamps currently installed in fifteen (15) of the City's street lights with LED lamps.

The Parties agree as follows:

Section 1. The City will purchase fifteen (15) LED lamps which will replace the mercury vapor lamps current being used in the street lights that are owned, operated and maintained by the City and located between North Wright Street and North Goodwin Avenue on Springfield. The City will use its best efforts to obtain the most reasonable price for these lamps from its commercial vendors.

Section 2. The City will provide the University with an invoice documenting the total purchase price of all 15 LED lamps purchased pursuant to this Agreement ("Purchase Price") as well as the price per lamp cost.

Section 3. Upon receipt of the invoice discussed in Section 2, the University will pay the Purchase Price listed on the invoice using its customary and regular practices for paying invoices submitted to the University.

Section 4. The University's sole obligation with regard to these City street lights is reimbursing the City for the Purchase Price of the LED lamps. The City will install the LED lamps at its own expense, shall incur all costs associated with maintaining the street lights and the new LED lamps installed within them, and shall purchase any other LED lamps that it wishes to install in any other of its street lights not covered by this Agreement.

Section 5. The Parties agree that this is a onetime transaction, and does not bind either Party to future payments or transactions.

Section 6. Notice. Any notices required under this Agreement shall be sent first class mail and addressed as follows:

<u>TO THE UNIVERSITY:</u> Utility Distribution, Facilities & Services

TO THE CITY: Public Works Director 1501 South Oak Street Champaign, IL 61820 City of Urbana, IL 706 S. Glover Ave. Urbana, IL 61802

Section 7. Term: The Parties agree that this Agreement shall become effective upon date of final, executing signature and that City has one year to submit invoice(s) to University for payment. After one year has elapsed, University shall have no further payment obligation to City for the purposes discussed under this Agreement.

Section 8. Liability: Neither Party to this Agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party to the other or to a third party.

Section 9. Insurance. During all times relevant to this Agreement, each Party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million per claim or occurrence and \$2 million aggregate. Each Party shall comply with applicable state laws governing workers' compensation and mandatory insurance for vehicles. Upon request and within seven days each Party shall provide to the other a certificate of insurance evidencing the coverage and limits required by this Section 9.

Section 10. Counterparts/Facsimile Signatures. This Agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

Section 11. Equal Opportunity. This Agreement incorporates the Equal Employment Opportunity Clause at Section 750.10, Appendix A of the Illinois Department of Human Rights Rules.

Section 12. Authorized Signatories. The individuals signing this Agreement on a Party's behalf represent that they have the requisite authority and intent to bind that party to this Agreement.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS CITY OF URBANA

By:

Controller

Date

By: _____ Mayor

Date

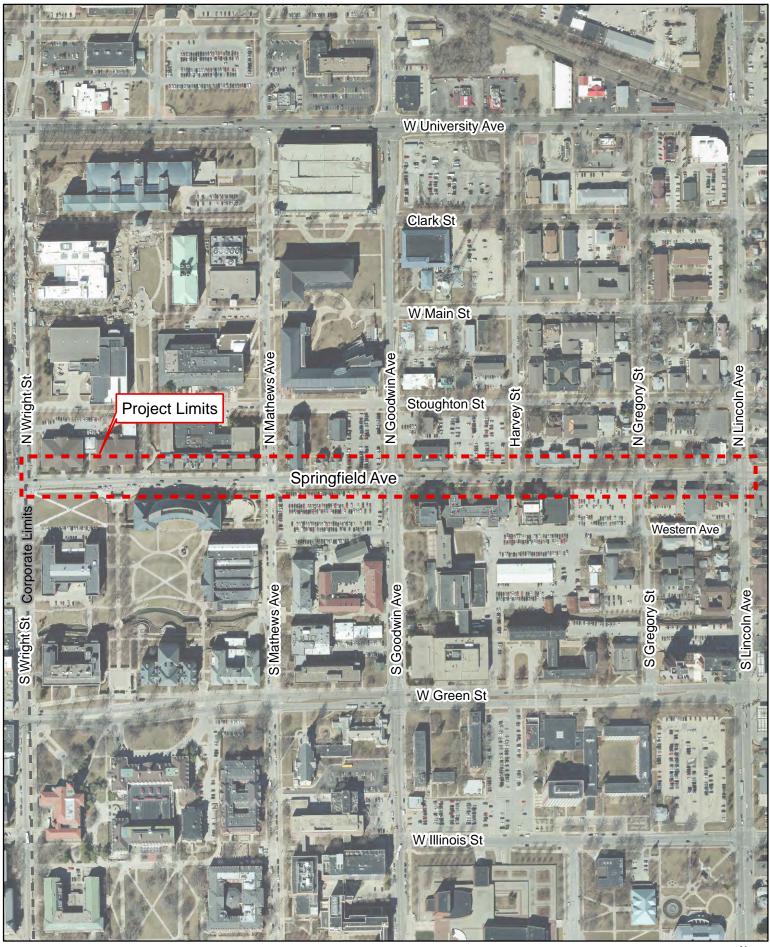


Exhibit A

