



CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS

ADMINISTRATION

M E M O R A N D U M

TO: Bruce K. Walden, Chief Administrative Officer

FROM: William R. Gray, P. E., Public Works Director

DATE: October 3, 2002

RE: *License Agreement Between the University of Illinois and the City
Intersection of Springfield Avenue and Wright Street*

INTRODUCTION

The City of Urbana and the City of Champaign have reached an earlier agreement in sharing construction costs for modernizing the intersection of Springfield Avenue and Wright Street. The construction plans for this improvement have been completed. To accommodate the improved geometry of the intersection, some traffic signal components will need to be installed on University-owned land. In order for the University to provide use of this land to the City for installation of traffic signal components, a license agreement between the University and the City is required.

Attached please find a copy of, "PERMANENT LICENSE AGREEMENT BETWEEN THE CITY OF URBANA, ILLINOIS AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR THE CAMPUS AREA TRANSPORTATION RELATED IMPROVEMENTS AT THE INTERSECTION OF SPRINGFIELD AVENUE AND WRIGHT STREET." Attached to the agreement is Exhibit 1, which shows the location at the southeast corner, where this equipment is proposed to be placed. Staff has reviewed the proposed improvements and finds the plan and location satisfactory.

FISCAL IMPACTS

There will be no additional fiscal impacts to the City outside of the already-committed \$45,000, which is the City's portion of the Springfield Avenue and Wright Street, and Green Street and Wright Street intersection improvements.

RECOMMENDATION

It is recommended that AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PERMANENT LICENSE AGREEMENT FOR THE CAMPUS AREA TRANSPORTATION RELATED IMPROVEMENTS (Intersection of Springfield Avenue and Wright Street) be approved.

WRG:klf
Attachments

ORDINANCE NO. 2002-10-122

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PERMANENT LICENSE AGREEMENT FOR THE CAMPUS AREA TRANSPORTATION RELATED IMPROVEMENTS

(Intersection of Springfield Avenue and Wright Street)

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

Section 1. That a Permanent License Agreement between the City of Urbana, Illinois and The Board of Trustees of the University of Illinois for the Campus Area Transportation Related Improvements at the Intersection of Springfield Avenue and Wright Street, 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 _____, _____.

Tod Satterthwaite, Mayor

This document prepared by
and after recording return to:

UNIVERSITY OF ILLINOIS
258 Henry Administration Building
506 South Wright Street
Urbana, Illinois 61801
Attn: Steven Veazie

Permanent Index
Numbers: See Exhibit 1

**PERMANENT LICENSE AGREEMENT BETWEEN
THE CITY OF URBANA, ILLINOIS AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
FOR THE CAMPUS AREA TRANSPORTATION RELATED IMPROVEMENTS
AT THE INTERSECTION OF SPRINGFIELD AVENUE AND WRIGHT
STREET**

This Agreement (“Agreement”) by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter “City”), and the THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body politic and corporate of the State of Illinois (hereinafter “University”; City and University collectively the “Parties”), made and entered into in consideration of the mutual promises contained in this Agreement, and in a spirit of cooperation and goodwill pursuant to the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., which authorizes public agencies to cooperate in the performance of their powers, privileges, and authority by contract: WITNESSETH:

PROJECT SCOPE

In connection with the construction of the following improvements as depicted on Exhibit 1: the installation of traffic signal controller cabinet, traffic signal posts supporting traffic and pedestrian signal heads, and related underground foundations, conduit, and junction boxes, along with sidewalks on a portion of subject parcel (“Intersection Improvements”), the City seeks a non-exclusive permanent license in the License Area as illustrated on Exhibit 1. The City and the University acknowledge that the Project is being constructed by the City for the use of the public under plans approved by both the City and the University. References herein to City responsibilities shall be construed to apply to City responsibilities before, during and after the Project has been initially constructed.

Article 1. DEFINITIONS

- a) “City” shall mean the City of Urbana, Illinois.
- b) “Public Property” shall mean public right-of-way owned by or under the control of the University and any improvement thereon or therein, including but not limited to paved streets, alleys, sidewalks, grass, vegetation, trees, street lights, traffic signs and

signals, water mains, utilities, and any other improvement or equipment located thereon or therein within the License Area.

- c) "University" shall mean The Board of Trustees of the University of Illinois, together with its subsidiary corporations and entities and their respective successors.
- d) "Utilities" shall be defined as all cables, fibers, conduit, pipe, ducts, tunnels, and other structures for the provision, transmission or conveyance of services including, but not limited to: electricity, street lighting, communication signals, traffic signals, water, steam, compressed air, steam condensate, chilled water, chilled water return, gas, storm water and sanitary sewerage, and all structures appurtenant thereto including manholes, handholes, nodes, vents, surface inlets, valves, valve boxes, lift stations, transformers and other structures and devices directly related to the provision, transmission or conveyance of the aforementioned services.

Article 2. BASIC LICENSE AGREEMENT

- a) License. The University hereby grants to the City a nonexclusive permanent license to construct, reconstruct, maintain, inspect, protect, repair, operate, replace, retain, and use the Project in, under, upon, along, and across the Public Property owned by or under the control of the University subject to the rights of any public utility or other person or entity currently having rights, licenses, or easements in and about the Public Property or existing on the Public Property.
- b) License Term. This nonexclusive license shall extend for such period (the "Term") as the City continues to use and maintain the Project or any part thereof in good repair and use the Project for the express intended purposes, but shall lapse and terminate upon a default by the City under this Agreement, after written notice from the University specifying the default, and failure of the City to cure the default within a reasonable period of time, cessation of such use in excess of two calendar years or as otherwise provided in this Agreement. In the event of such termination the City shall either remove the Project or any part thereof or the Project, or any part thereof, may be abandoned by the City upon concurrence of the University. If the Project or any part thereof is removed, the removal shall be at the City's sole cost and expense and shall be done in a timely manner and substantially in accordance with the University's request for such removal. Upon any such removal or abandonment, the City shall restore the Public Property to substantially the condition it was immediately after the completion of the Project.
- c) License Subordinate. It is expressly understood and agreed that the license herein granted is, and shall be at all times, subordinate to the University's use of the Public Property for purposes normally associated with public right-of-way; accordingly, if necessary to accommodate repair or construction of University utilities or improvements to the right-of-way, the City shall, as its sole cost, be obligated to relocate any portion of the Project installed in the public right-of-way, pursuant to this Agreement, if directed in writing to do so by the University, or, as otherwise agreed to by the City and the University. For example, if it would be less expensive for the

City to pay increased incremental costs of the University to locate University utilities in a different location, the City and the University shall consider such alternatives in good faith.

- d) Nonexclusive License. This nonexclusive license shall apply to the License Area as defined in this Agreement.

Article 3. INFORMATION REQUIREMENTS

The City shall cooperate with regard to proposed actions that may reasonably be expected to affect the Public Property, the operations, or facilities of the University. The City will provide information to the University for review and comment as to proposed plans for construction or development of the Project. Such information shall be provided to the University within sufficient time such that the University may provide meaningful comment prior to the time of implementation.

Whenever this Agreement provides that the University may request the City to perform some act or actions, although the University retains the absolute right to control its public property, if the City disputes the reasonableness of the request then, at the request of the Chief Administrative Officer, the Chief Administrative Officer, or designee, shall meet with the Chancellor, or designee, in an effort to resolve the matter.

Article 4. CONSTRUCTION AND MAINTENANCE ON PUBLIC PROPERTY

(a) Permits, Construction and Costs.

- 1) Permits. The City shall obtain all permits required by the Illinois Department of Transportation or other agencies (“Permits”) prior to commencing any construction work on the Project and prior to commencing all subsequent repairs or excavations in the Public Property or soon as practicable after the commencement of repairs, but in any event not longer than three business days after the commencement of emergency construction, repair or excavation in the Public Property. For all repairs and emergency construction the City hereby agrees to give notification to the University.
- 2) Construction.
 - a) General. The Project shall be constructed in a workmanlike manner. The lines shall be so located, relocated, maintained and installed so as to not unduly injure the Public Property of the University, any equipment or other improvements of other utilities, or property of another, but should the Public Property of the University, equipment or other improvements of another utility, or property of another be injured by such location, relocation, maintenance or installation, the City shall at its own expense, forthwith repair or cause repair to the Public Property or other property damaged to the satisfaction of the University, substantially in accordance with usual

University practices and standards in effect at the time of such injury.

- b) The City shall cause the conduct of construction, reconstruction, repair, relocation or maintenance work in the Public Property in such a manner that such work will cause as little interference as reasonably possible with the pedestrian and vehicular traffic or any lawful use of the right-of-way, and shall abide by the scheduling directions, if any, requested by the University.
- (b) Submission of Plans: Plans and Specifications. Prior to the commencement of the Project, the City shall submit complete plans and specifications to the University for timely review. Such plans include a traffic control plan if traffic will be impacted temporarily, and shall substantially comply with generally accepted engineering practice. The City shall use as guidelines the following documents: the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Standard Specifications for Traffic Control Items, Standard Specifications for Water and Sewer Main Construction in Illinois, statutes and ordinances of general applicability to such work in effect within the City, and UIUC Building Standards of Construction for New Construction and Remodeling on Campus, as amended from time to time.
- (c) Approval of Plans. The approval of such plans shall not be unreasonably denied. If denied, written notice of the reasons shall be provided to the City. The review may be based on reasonable requirements with respect to scheduling, traffic control, or construction means, methods, or materials as the University may require in accordance with usual University practices and standards.
- (d) Approval of Utility and Pavement Grades. Prior to installing the Project, in, under, over, along, across or upon Public Property, the City shall obtain the approval of the utility and pavement grades from the University and shall install the Project to the grades substantially as reviewed. If the City fails to lay a utility or pavement substantially to the approved grade, the City shall, if required by the University, remove and relocate the Project or any part thereof and shall pay the entire cost of such relocation.
- (e) Notice of Construction. The City shall notify the University of the planned date of construction and shall commence such construction in as timely a manner as practicable.
- (f) Quality of Work: Damage to Others' Property. The Project constructed in, under, over, adjacent to or upon Public Property shall be constructed in a workmanlike manner substantially in accordance with the plans approved by the University. The Project shall be so relocated, maintained, and operated so as to not unduly injure or interfere with the Public Property, any equipment or other improvements of other utilities, or the property of another. Should the Public Property, any equipment or other improvements of other utilities, or the property of another be injured by such relocation, maintenance, or operation, the City shall repair or cause repair to the Public Property or other property damaged provided that such damage is caused by

the negligent or intentional actions of the City and/or its agents or employees.

- (g) Scheduling. The City shall conduct its construction, reconstruction, repair and maintenance work involving the property of the University in such a manner so as to minimize the interference with pedestrians and traffic caused by such work. Closing of any segments of any University or City streets or alleys shall strictly follow the schedule in the approved construction plans to the extent that weather or other elements outside of the City or contractors' control allows. Failure to adhere to said schedule will result in a new contractor being employed or such other action as the City deems appropriate to complete the work.
- (h) Restoration of Site. The City, upon completion of construction, repairs, or excavation in the Public Property, shall repair the surface to a neatly graded condition. All Public Property disturbed by the City shall, to the extent practicable, be expeditiously restored to a condition substantially the same as before the City disturbed it or in accordance with the Project plans. Vegetation disturbed by construction, repair, or excavation shall be replaced, to the extent practicable, and grass shall be replaced with sod or seed, as the University shall approve. In the event that any Public Property shall become uneven, unsettled, or otherwise require repair or replacement because of the disturbance by the City, the University shall give written notice of such condition; provided, however, that verbal notice shall suffice in the event of an emergency. The City shall, within ten (10) business days of receipt of notice from the University and entirely at its own cost, cause such Public Property to be repaired or restored as provided above. The City shall keep all structures which it shall construct and equipment on the Public Property in safe condition at all times.
- (i) Failure to Comply: Remedy. If the City or contractors engaged by the City fails to comply with the provisions of subsection (h) of this section after written notice and expiration of the cure period provided in (h) above, the University may, repair or restore or cause to be repaired or restored, the Public Property or improvement as provided above, at the City's expense.
- (j) Site Safety. The City shall maintain or cause to be maintained such barriers and danger signals during construction, relocation, repair or renewal work performed on Public Property or adjacent thereto as will reasonably avoid damage to life, limb, and property and shall use as guidelines: The State of Illinois Uniform Manual of Traffic Control Devices, The Illinois Department of Transportation Traffic Control Plans for Construction and Maintenance Projects, or as otherwise required by the University in accordance with the University's usual practices.

- (k) Physical Inspection. The City shall permit the inspection of the Project by the University to determine compliance with law or the provisions of this Agreement. Except in case of an emergency, any such inspection shall be conducted during normal business hours, with the verbal concurrence by the appropriate construction representative of the City. Any such inspection shall be conducted through any person acting under the direct supervision and responsibility of a professional engineer, or other qualified professional.
- (l) As-Built Drawings. Within 60 days following completion of the Project, the City shall furnish to the University, as-built drawings of the Project as constructed on the Public Property in accordance with this Agreement.
- (m) Adjustment of Grade. The City shall adjust to the proper elevation all appurtenances related to the Project at any time any street rehabilitation, repair or reconstruction is made or on behalf of the University.
- (n) Damage to Trees. It is acknowledged that trees located on Public Property may be subject to temporary or permanent damage as a result of the location and nature of the Project. The City accordingly agrees to reimburse the University for any and all costs or expenses that it may incur in connection with the repair of any such affected tree or trees, including but not limited to, extraordinary trimming, fertilization, and watering of any such tree or trees as jointly determined by the City Arborist or other designated Agent of the City (the "Arborist") and the Supervisor of Grounds or other designated agent of the University for a period of five (5) years from and after the date of any excavation in connection with the Project pursuant to this Agreement. The Parties further agree that in the event any such affected tree or trees is jointly determined by the City Arborist and Supervisor of Grounds during any such five (5) year period to be irrevocably damaged, the City shall pay for or reimburse the University for any and all reasonable costs or expenses that the City may incur in connection with the removal of such affected tree or trees as well as the replacement of any such affected tree or trees so removed. Such replacement of any tree or trees so removed shall be made with such new tree or trees as reasonably and mutually determined by the University Supervisor of Grounds and the City Arborist. Any determination made by the City Arborist and Supervisor of Grounds pursuant to this section shall not be arbitrary or capricious. The City may replace such tree or trees rather than reimbursing the University for any and all reasonable costs or expenses the University may incur in connection with removal of such affected tree or trees.
- (o) Liability and Indemnification.
- 1) To the extent permitted by law, the City agrees to protect, indemnify, hold and save harmless and defend the University, 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 University, incurred by reason of any suit or any other claim or demand for injury or damages arising in favor of any person, including the City or any contractors, agents or employees of the City, on account of or in

connection with any breach or other violation by the City of any of the obligations or other terms and conditions imposed upon or assumed by the City 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 City 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 City), and except the sole negligence or willful and wanton conduct of the University or any of its officers, employees, agents or contractors. The University shall provide written notice of any claim or suit to the City pertaining to the license granted by the Agreement, and shall provide such other information and cooperation in accordance with the terms of the liability insurance plan of the City.

2) The City will require any general contractor employed for work on the property covered by this Agreement to provide a certification of insurance naming the University as an additional insured, which shall be furnished to the University by such contractor. The certificate shall provide for coverage under a liability insurance plan insuring the University as a “Contracting Party” with coverage having a maximum limitation of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, unless a lesser amount of coverage has been specifically agreed to by the University.

(p) The City agrees to make its best efforts to maintain contractors on the Project and to work toward its timely completion, barring inclement weather or other situations beyond the City’s control.

Article 5. WORK BY CITY OR ABUTTING OWNERS

a) Reservation/Non-Exclusive Rights. The University reserves the right to lay, and permit to be laid, Utilities, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the University in, across, along, over or under any Public Property occupied by the City under this license, and to change any curb or sidewalk or the grade of any street. In performing or permitting such work to be done, the University shall not be liable to the City for any damage so caused, nor shall the University be liable to the City for any damages arising out of the performance by the University or its contractors or subcontractors, except for damages that arise out of performance by the University or its contractors or subcontractors that willfully or negligently damage any portion of the Project; provided, however, nothing herein shall relieve any other person or corporation from liability for damage to the Project of the City. Prior to commencement of work permitted by this Section, the University shall provide notice to the City, including the details of the proposed work, and give the City an

opportunity to respond in order to avoid damages to the Project in the proposed work area.

- b) Abutting Owners. In the event that the governing body of the University authorizes abutting landowners to occupy space under the surface of its Public Property, such grant to the abutting landowner shall be subject to the rights herein granted to the City.

Article 6. LICENSE FEE

The City shall pay no fee to the University for the license herein granted.

Article 7. AUTHORIZED CITY REPRESENTATIVES

The City designates the City Engineer or his/her designee to act on behalf of the City as the designated Authorized City Representative in connection with all duties and obligations of the City pursuant to this Agreement. Whenever under the provisions of this Agreement, the City is required to take some action at the request of the University; such request shall be provided by the University to the authorized representative.

Article 8. VIOLATION OF AGREEMENT

If the City fails or neglects to comply with any or all of the provisions of this Agreement (unless by valid order of a court of competent jurisdiction, the City is otherwise directed, or unless the compliance by the City with such provision is prohibited or adjudged unlawful by a valid order of a court of competent jurisdiction), the University shall provide written notice thereof to the City and the City shall have a reasonable period of time to commence and diligently cure the default. If the City fails to cure the default, the University may apply to a court of competent jurisdiction to seek the City's compliance with any term or provision of this Agreement and/or any damages caused by the City's noncompliance with any term or provision of this Agreement, excluding consequential damages. In addition, if the City fails to pay the University any amount due for any reason, in violation of this Agreement and continues in noncompliance after notification in accordance with Article 9 of this Agreement, the University may terminate this Agreement immediately.

Article 9. NOTIFICATION OF VIOLATION

The University shall notify the City that violations of this Agreement relating to the use of Public Property have occurred, and the City shall respond in writing, unless a shorter time is provided for herein, within 15 business days after receipt of such notice; provided that the City shall have a reasonable time to commence and diligently cure the default if a cure cannot reasonably be completed within the 15 business day period.

Article 10. AVAILABILTY OF FUNDS, CONSTITUTIONAL AND STATUTORY LIMITATIONS AND REPRESENTATIONS

All commitments by the University are subject to constitutional and statutory limitations and restrictions binding on the University.

Article 11. ASSIGNMENT

This Agreement shall not be assignable without the express consent of the University of Illinois, such consent to be evidenced by letter from the Board of Trustees that fully recites the terms and conditions, if any, upon which such consent is given, except that the City of Urbana may assign the rights and responsibilities hereunder to the City of Champaign for this Project.

Article 13. DELIVERY OF 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.

Mayor
City of Urbana
400 South Vine Street
Urbana, IL 61801

City Engineer
706 South Glover
Urbana, Illinois 61801

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

AND

Vice Chancellor for Administration and Human Resources

University of Illinois
517 Swanlund Administration Building
601 E. John Street
Champaign, IL 61820

Provided, however, that in the case of any emergency, notices may be given verbally to any agent of the above named. Notice shall be deemed given three days after date of mailing.

Article 14. AMENDMENT

This Agreement shall be subject to amendment by the mutual written agreement of the Parties. Any article or separate agreement incorporated herein by reference that contains a provision providing for termination of the provisions of such article or separate agreement may be terminated in accordance with the terms of such provisions.

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

CITY OF URBANA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

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

By: _____
Comptroller

ATTEST:

By: _____
Secretary, Board of Trustees

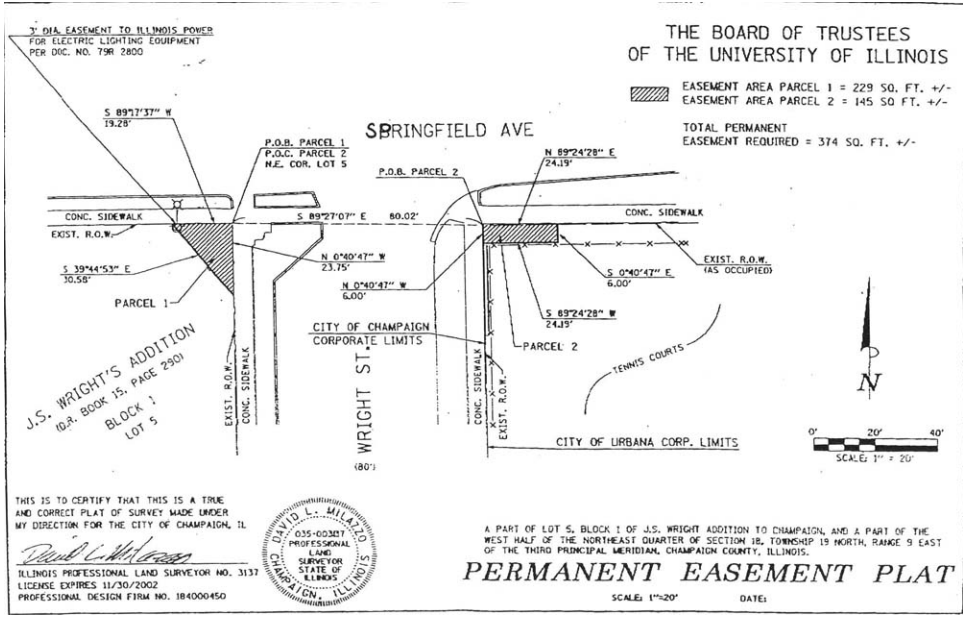
By: _____
Vice Chancellor for Administration
and Human Resources

APPROVED:

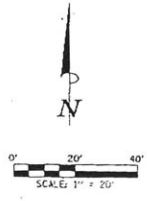
By: _____
Legal Counsel

APPROVED (as to form):

By: _____
Legal Counsel



J.S. WRIGHT'S ADDITION
 I.O.R. BOOK 15, PAGE 2901
 BLOCK 1
 LOT 5



THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF SURVEY MADE UNDER MY DIRECTION FOR THE CITY OF CHAMPAIGN, IL

David L. McLean
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3137
 LICENSE EXPIRES 11/30/2002
 PROFESSIONAL DESIGN FIRM NO. 184000450



A PART OF LOT 5, BLOCK 1 OF J.S. WRIGHT ADDITION TO CHAMPAIGN, AND A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS.

PERMANENT EASEMENT PLAT

SCALE: 1"=20' DATE: