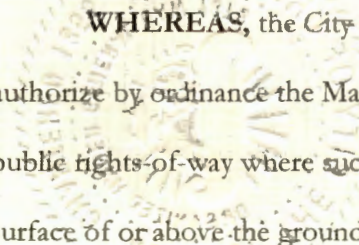


RESOLUTION NO. 2023-10-083R

**A RESOLUTION APPROVING A RIGHT-OF-WAY LICENSE AGREEMENT
WITH CHAMPAIGN COUNTY
(102 E. Main Street)**



WHEREAS, the City Council, in its discretion and consistent with applicable law, may authorize by ordinance the Mayor to execute license agreements on behalf of the City for use of public rights-of-way where such use will involve the placement or installation of any facility on the surface of or above the ground in a public right-of-way; and

WHEREAS, the City Council, after due consideration, finds that approving the agreement as herein provided is in the best interests of the residents of the City and is desirable for the welfare of the City's government and affairs.

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

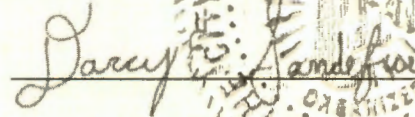
A right-of-way license agreement between Champaign County and the City of Urbana for 102 E. Main Street, in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, is hereby authorized and approved. The Mayor of the City of Urbana is hereby authorized to execute and deliver said agreement as so authorized and approved for and on behalf of the City of Urbana.

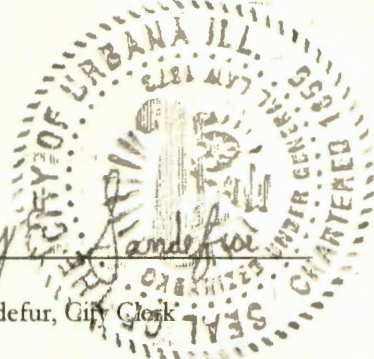
PASSED BY THE CITY COUNCIL this 23rd day of October, 2023.

AYES: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken, Quisenberry

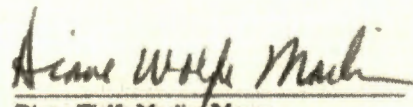
NAYS: None

ABSTAINED: None


Darcy E. Sandefur, City Clerk



APPROVED BY THE MAYOR this 13th day of November, 2023.


Diane Wolfe Martin, Mayor

This instrument was prepared by:

Public Works Director
City of Urbana
706 Glover Avenue
Urbana, Illinois 61802

Mail recorded document to:

Public Works Director
City of Urbana
706 Glover Avenue
Urbana, Illinois 61802

City of Urbana – Champaign County

RIGHT-OF-WAY LICENSE AGREEMENT

Champaign County Administrative Services
Office of the County Executive
1776 E. Washington Street
Urbana, IL 61802

RIGHT-OF-WAY LICENSE AGREEMENT

This agreement is made between Champaign County, Illinois, a body corporate and public, ("Licensee") and the City of Urbana, an Illinois municipal corporation ("City"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The Licensee and the City agree as follows:

1. **Grant of license.** The City hereby grants and the Licensee hereby accepts a nonexclusive, nontransferable, nonassignable, and revocable license to construct, maintain, operate, and repair a Parking Garage Barrier Gate, ("Facility") within the public right-of-way ("Licensed Property"). For purposes of this Agreement, the Licensed Property shall be the property described in Exhibit A.

- A. The license granted herein gives the Licensee permission to use the Licensed Property for the limited purposes and pursuant to the terms and conditions stated in this agreement. The license is not a warranty of title and does not convey any right, title, or interest in the Licensed Property.
- B. The license granted herein is subject to the rights of any public utility or other person or entity currently having rights, licenses, franchises, or easements in and about the Licensed Property.
- C. The Licensee shall fully and faithfully perform and comply with all terms, conditions, and covenants contained in this agreement. If the Licensee fails to perform or comply with any term, condition, or covenant in this agreement, the City may revoke the license after giving the Licensee a period in which to cure such failure as set forth in this agreement.
- D. The Licensee shall not transfer or assign the license granted herein.
- E. The license granted herein is nonexclusive and at all times subordinate to the City's and the public's use of the Licensed Property for purposes normally associated with a public right-of-way. Accordingly, if necessary to accommodate repair, maintenance, or construction of City utilities or improvements to the Licensed Property, the Licensee shall, at its sole cost, relocate or remove all or any portion of the Facility not more than 90 days after the City's Public Works Director ("Director") directs such relocation or removal in writing.
- F. The Licensee shall use its best efforts to maintain contractors on any work project involving the Right-of-way and to work toward its timely completion, barring inclement weather or other situations determined to be beyond the Licensee's control.

2. **Term; termination.** The initial term of this agreement is 20 years from the effective date. Upon expiration of this initial term or any renewal term, this agreement automatically

renews for a subsequent term of five years, unless, no fewer than 90 days before the scheduled expiration of the current term, either party provides written notice to the other party of the intent not to renew. The parties may terminate this agreement at any time by mutual written consent. Either party may terminate this agreement for cause by giving written notice to the other party at least 45 days before the proposed termination. Such party shall specify the reason or reasons for such termination in the written notice and shall specifically state that such termination will become effective on a date at least 45 days after the date thereof if the other party does not completely cure the reason or reasons for such notice of termination.

3. **Fee.** The Licensee is not subject to payment of any license or right-of-way permit fees under this agreement.

4. **Installation.** The Licensee warrants that installation of the Facility will be done and completed in a good and competent manner, in accordance with all requirements of law, and at no expense to the City. Special provisions regarding the Facility's design and construction are included in Exhibit B.

5. **Plan submission.** Upon completion of construction of the Facility, the Licensee shall provide as-built plans to the City in an electronic format compatible with the City's Geographic Information System.

6. **Maintenance.** The Licensee shall maintain the Facility in good and safe condition and in a manner that complies with all applicable laws.

7. **Repair.** After doing any work within the Licensed Property, the Licensee at its sole cost and expense shall promptly repair and restore to the extent practicable any portion of the right-of-way disturbed by the Licensee, including without limitation all sidewalks, parkways, or pavements, to their original condition or better in accordance with the specifications of the City.

- A. If any such sidewalk, parkway, or pavement becomes uneven, unsettled, or otherwise requires repairing, because of such disturbance by the Licensee, the Licensee, as soon as climatic conditions reasonably permit, shall promptly, and no more than 15 days from receipt of notice from the City to do so, cause such sidewalk, parkway, or pavement to be repaired or restored. The Licensee shall complete such restoration no more than 10 days after the date of commencement of such restoration work. If the Licensee fails to commence and complete the restoration work in the manner and within the times prescribed in this section, the City may perform such work, and the Licensee shall pay any costs and expenses the City incurs upon written demand by the City.
- B. If such right-of-way or improvement cannot be so repaired, replaced, or restored, the Licensee shall compensate the City for the cost or reasonable value of such improvements in an amount estimated by an independent architect, engineer, or contractor selected by the City.

- C. At the discretion of the Director, the Licensee shall repair or replace any shrubs, bushes, or trees existing within the Licensed Property that are disturbed, damaged, or destroyed by reason of the construction, maintenance, or repair of the Facility.
- D. The Licensee shall promptly repair and restore at its sole cost all damage it causes to any other utility, including but not limited to storm and sanitary sewers and their services, street lighting, traffic signals, field tiles or facilities from any other utility company.
- E. The provisions in this section 7 will survive the termination of this agreement.

8. Removal.

- A. The City may remove and dispose of the Facility, or any portion thereof, upon occurrence of any of the following:
 - (1) an emergency that presents imminent peril to person or property;
 - (2) the Licensee's non-compliance with any term, provision, or covenant that is not cured within the time provided for in this agreement following notice of such non-compliance tendered to the Licensee;
 - (3) the Director or other responsible City official, in good faith, deems the procedure in section 7 impracticable under the circumstances present;
 - (4) termination of this agreement for any reason;
 - (5) the Licensee's abandonment of the Facility in accordance with the provisions in section 9 of this agreement; or
 - (6) expiration of this agreement in the absence of any renewal thereof.
- B. The Licensee shall bear all costs and expenses incurred in the removal and disposal of the Facility and the restoration of the Licensed Property.
- C. If the Licensee fails in any way to make timely payment to the City for such costs and expenses, the Licensee shall pay, in addition to any amount so owed, the City's reasonable attorneys' fees and court costs incurred in the collection of such amount. This provision will survive the termination of this agreement.

9. Lapse and termination. The license granted in this agreement is limited to the construction, maintenance, operation, repair, and removal of the Facility. Any additional use other than that specifically named in this agreement, without the further express written

consent of the City, is a violation of this agreement. Upon cessation of such use, as determined by the Director, this agreement immediately and automatically will lapse and terminate. If the Director believes the Licensee is no longer using the Facility or that it otherwise has been abandoned, he or she shall notify the Licensee in writing that the City is asserting its right to declare this agreement lapsed and terminated. Such notice will state that the Licensee has 30 days to reassert its rights under this agreement and demonstrate that it has not in fact abandoned the Facility and thereby the license granted by this agreement. If the Licensee demonstrates within the 30-day period that it has not abandoned the Facility, this agreement will remain in force and effect according to its terms. If the Licensee does not demonstrate within the 30-day period that it has not abandoned the Facility, this agreement will be deemed lapsed, terminated, and no longer in effect.

10. **Indemnification.** To the extent permitted by law, the Licensee shall protect, indemnify, and defend the City against any and all losses, claims, demands, costs, causes, expenses and fees, including reasonable attorney's fees and the reasonable value of any suit or any other claim or demand for injury or damages in connection with this agreement, including the construction and maintenance of the Facility and Licensed Property, unless such claim, suit, or cause of action was based solely upon the negligence of the City, its employees, agents or contractors. This section will survive the termination of this agreement.

11. **Insurance.** The Licensee represents that it may lawfully provide insurance coverage to the City in connection with the obligations as set forth in this agreement without such obligations being subject to the availability of funds, which may be lawfully applied thereto. Such insurance will be kept in force at all times while the Facility continues to exist at the location described. The Licensee accordingly agrees to provide to the City, upon execution of this agreement, a certificate of insurance evidencing the commercial general liability policy of the Licensee insuring the City as an additional insured for purposes of this agreement with coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

12. **Entire agreement; amendment.** This agreement, together with its attachment, constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties and recorded in the Office of the Champaign County Recorder of Deeds.

13. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Champaign County

Champaign County Administrative Services
Office of the County Executive
1776 E. Washington Street
Urbana, IL 61802

City of Urbana

Public Works Director
City of Urbana
706 Glover Avenue
Urbana, Illinois 61802

14. **Non-waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

15. **Severability.** The parties intend this agreement to be enforced to the fullest extent as allowed by law. If any provision of this agreement is found to be unenforceable by any court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect.

16. **Compliance with governmental requirements.**

A. **Right-of-way permit.**

- (1) Except in an emergency as provided in this agreement, the Licensee shall obtain a right-of-way permit from the City before constructing, installing, extending, removing, or otherwise changing the Facility. The permit will indicate the time, manner, and place of the work to be performed. The Licensee shall comply with all conditions of any permits issued to it.
- (2) Along with each application for a permit, the Licensee shall provide the following: prints, plans and maps showing the proposed location and design of the Facility to be constructed; and
- (3) In an emergency that the Licensee believes poses a threat of immediate harm to the public or to any of the Licensee's facilities, the Licensee may access the public way to mitigate the threatened harm without the benefit of a permit. In this case, the Licensee shall advise the City of the emergency at the earliest reasonable opportunity and seek a proper permit within a reasonable period of time thereafter and in the manner as stated in this agreement.

B. **Applicable law.** The Licensee shall comply with all applicable laws, ordinances, regulations, and requirements of federal, state, county, and local regulatory authorities, including without limitation the applicable provisions of the Urbana City Code regarding rights-of-way and their uses, all of which as may be amended from time to time.

17. **No presumption.** Each party hereto acknowledges that this agreement is the product of good faith negotiations by and between the parties hereto and, as such, neither party may seek to have this agreement strictly construed against the other party as drafter of this agreement.

18. **Recording.** The City will record this agreement in the Office of the Champaign County Recorder of Deeds at the Licensee's expense.

19. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) will be deemed original signatures for all purposes.

The parties are signing this agreement on the dates indicated below.

Champaign County, Illinois

City of Urbana, Illinois

By: 
Steve Summers, County Executive

By: _____
Diane Wolfe Marlin, Mayor

Date: 09/18, 2023

Date: _____, 2023

Attest:

Phyllis Clark, City Clerk

Attachment: Exhibit A Map showing location and extent of licensed area.
 Exhibit B Plans and Specifications for Proposed Parking Garage Barrier Gate.

WATER STREET



BACK OF WALK

FACE OF CURB/
FRONT OF WALK

WEST RIGHT-OF-WAY
WALNUT STREET

BUILDING FACE

CENTERLINE OF
WALNUT STREET

UNDERGROUND
PARKING ENTRANCE

5.9'

PROPOSED AGREEMENT AREA FOR PARKING
GARAGE GATE AND RELATED MECHANICALS
AREA: 1.2' X 38.5' = 46 SQUARE FEET ±

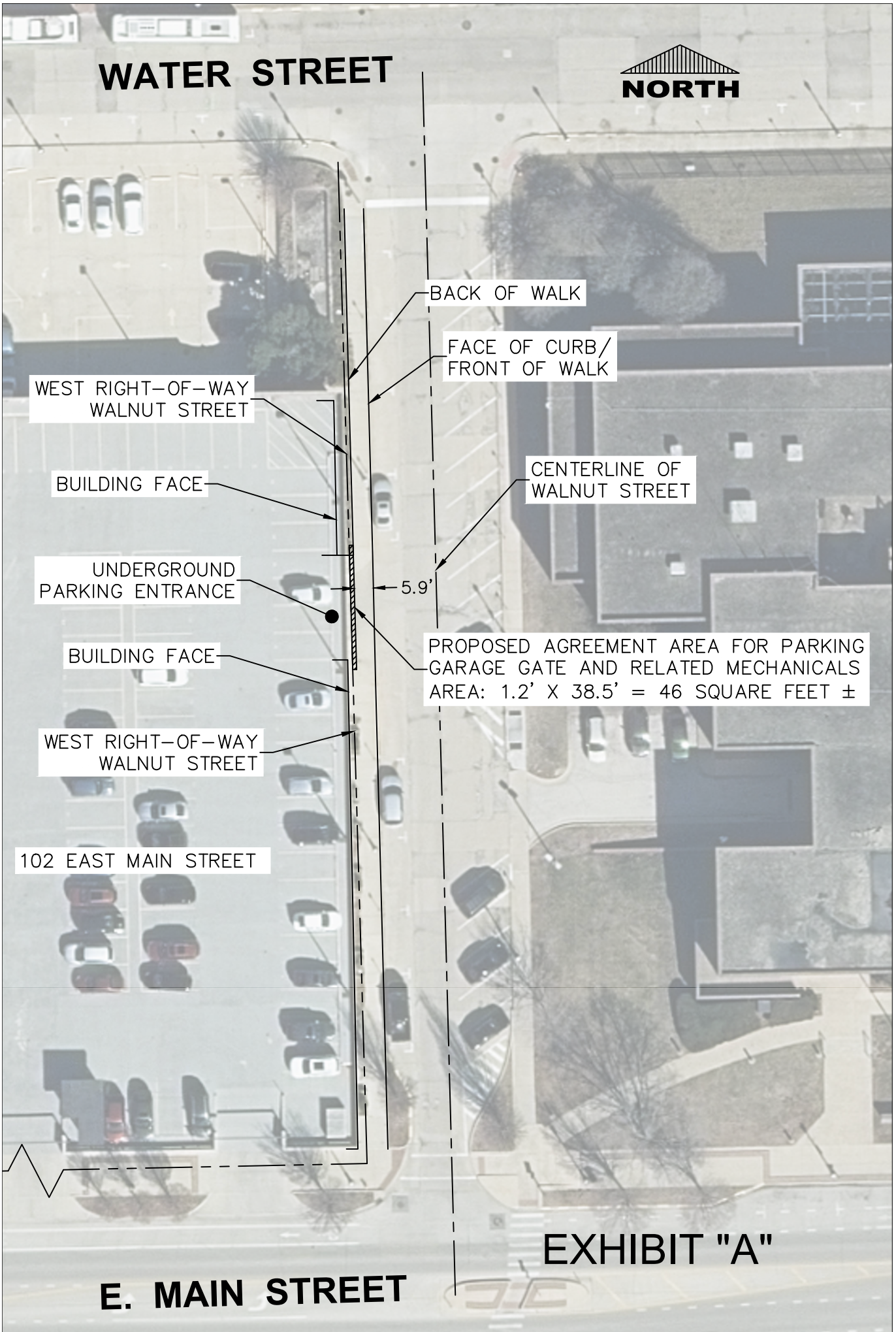
BUILDING FACE

WEST RIGHT-OF-WAY
WALNUT STREET

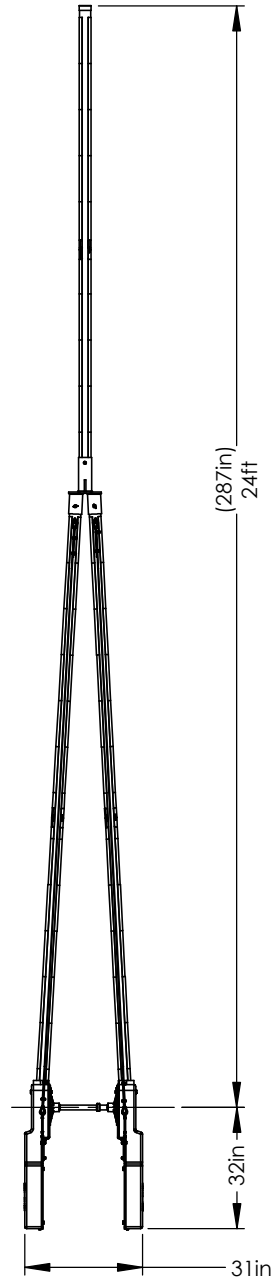
102 EAST MAIN STREET


E. MAIN STREET

EXHIBIT "A"



PartNo	Description	QTY.
1601-079	Hub Die Cast Painted	2
1601-097	Hub Bolt Lock Washer	2
1601-122	Turnbuckle Stainless	2
1601-124	Thimble Eye Bare End	4
1601-163	Cable Clamp 1/8 Dia Rope	8
1601-165	Bolt Hex Head 1/2-13 x 1.75	2
1602-006	Cover Plastic Weight Counter Assy	2
1602-120	Arm Alum 10.5ft	1
1602-125	Cable Stainless Steel	2
1602-143	Arm Wishbone Round 14ft	2
1602-149	Manual Wishbone Round	1
1602-164IPB	Arm Wishbone Round 27ft IPB	1
1602-197	Bracket Cable Mount	2
1602-210	Pin UHMW Assy	6 + 6 extr
1602-219	Plate Counterweight 20lbs	8
1602-222	Counterweight Plate Assy	2
1602-231	Wishbone Connector Assy	1
2615-052	Bolt Hex 3/8-16 x 1.0	14
2615-059	Bolt Hex 3/8-16 x 4.0	1
2615-188	Bolt Hex 1/2-13 x 3.5	8
2615-346	Eyebolt 0.375-16x4.0	2
2616-052	Screw 10-32 x 1/2 Phillips Head	2
2620-019	Washer 3/8 ID SAE	24
2620-030	Washer 1/2 ID USS	8
2620-047	Washer Split 3/8-16	17
2620-050	Washer Split 1/2	8
2620-405	Nut Hex 3/8-16	17
2620-420	Nut 1/2-13 Hex	8
2620-490	Nut Jam 1/2-13	8



DRAWN	Tpham		DWG. NO.	1602-164	REV.	G
DATE	02/17/22		NAME	Arm Wishbone Round 24ft Kit	WHERE USED	
PROPRIETARY & CONFIDENTIAL: The information contained in this drawing is the sole property of DoorKing, Inc. Any reproduction in part or as a whole without written permission of DoorKing, Inc. is prohibited.						
DO NOT SCALE TO DRAWING		SHEET SIZE	A	SCALE: 1:100	SHEET 3 OF 3	



1602 TRAFFIC CONTROL BARRIER GATE OPERATOR

TRAFFIC CONTROL BARRIER OPTIONS THAT FIT ANY APPLICATION

- Designed to control wide traffic lanes (27 feet maximum) in limited use applications
- Suitable for low-cycle applications to restricted access areas such as prisons, airport security areas or industrial sites
- Electronic limit settings
- Three-piece aluminum arms available in 20, 24 and 27 foot lengths
 - DKS Pedestrian Protection System
 - 5-year limited warranty



COMMERCIAL • INDUSTRIAL



Automatic P.A.M.S.
sequencing with slide and swing gates



Octagonal Lighted Signal Arm Option
light the way for customers to exit easily and safely with signals and sensors



DKS Pedestrian Protection System
it's aware - even when they're not

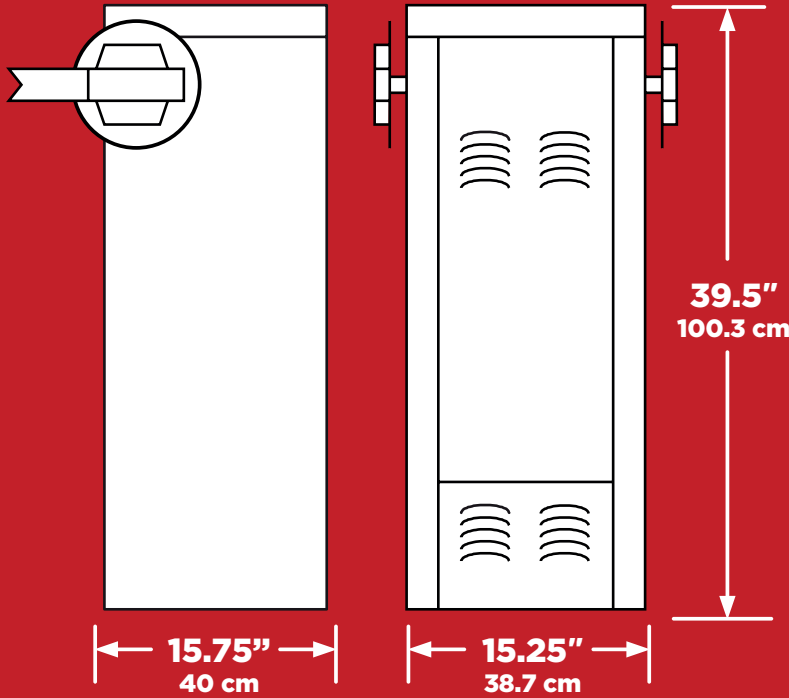


Wishbone Style Aluminum
arms up to 27 feet in length

ACCESS CONTROL SOLUTIONS



1602 TRAFFIC CONTROL BARRIER GATE OPERATOR



TECHNICAL FEATURES

MECHANICAL

Primary Reduction is provided by a 60:1 worm gear reduction system running in a continuous oil bath
 Arm rotates 90° in approximately 5.5 seconds
 G90 galvanized steel housing, painted white rated NEMA 4x
 Fail-secure mechanical release method
 Left- or right-hand mount
 Arm Kits: Three-piece 3" round aluminum arm available in 20, 24 and 27 foot length
 Arm kits include arm mounting hubs, hardware, and counter-balance weights

DKS Pedestrian Protection System:

The system reverses barrier arm if person is detected, and lowers barrier arm if unauthorized vehicle enters. Additional protection to help prevent inadvertent accidents (optional)

GATE TRACKER™

Reporting output provides operator data to a DKS 1833, 1835, 1837 or 1838 access control system (requires 2358 expansion board)

ELECTRICAL

Magnetic electronic limit controls
 Auto-close timer 1-23 seconds
 P.A.M.S. (Perimeter Access Management System) sequence with a slide or swing gate operator
 Up input memory buffer
 Down memory option
 Multiple up commands
 Port for plug-in open (up) detector
 Port for plug-in reverse (down) detector
 Ports for plug-in loop detectors
 Programming switches
 Built-in power On/Off switch

MISCELLANEOUS

Environmental: 10°F to 140°F (-12°C to 62°C)
 Thermostatically controlled heater kit recommended for colder environments
 Shipping weight approximately 160-180 Lbs (72-81 kg)
 Arm kit: 45 Lbs (20 kg)

Input to be 480V 3 phase
1/2 HP motor. See E100



MODEL	1602
CLASS OF OPERATION	II, III, IV
ARM TYPE/MAX LENGTH	20 Ft (6.1 m) / Aluminum 24 Ft (7.3 m) / Aluminum 27 Ft (8.2 m) / Aluminum 20 Ft. (6.1 m) / Wood
MOTOR	1 HP Continuous Duty AC Motor
INPUT	115 VAC, 60 Hz, 5.4A 230 VAC, 60 Hz, 2.7A¹ 460 VAC, 60 Hz, 1.4A¹
OPTIONS	Convenience Open Package² Heater and Fan Kits Lighted Arm³

1. These operators use a step-down transformer to achieve 115 VAC operating voltage.
2. Optional factory installed DC powered drive system provides an automatic method to open the gate when primary (AC) power falls.
3. Lighted Arm available with aluminum arm type only.

DoorKing® Inc.

Access Control Solutions since 1948



120 S. Glasgow Avenue,
 Inglewood, California 90301 U.S.A.
 Tel: 310-645-0023 FAX: 310-641-1586
 www.doorking.com

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 Product specifications may
 change without notice. Rev. 2/21



MEMBER:



DISTRIBUTED BY:

