



MEMORANDUM

TO: Mayor Laurel Lunt Prussing and City Council Members
FROM: William R. Gray, P.E., Public Works Director
DATE: March 23, 2017
RE: Campus Area Series Streetlight Replacement Project – University of Illinois
Controller Easement Agreement

Introduction

The City, working with its consultant, has completed the plans and specifications to replace the series streetlights on Oregon Street between Lincoln Avenue and Mathews Street, Gregory Street between Oregon Street and Illinois Street and Illinois Street between Lincoln Avenue and Goodwin Avenue. The new streetlight design is very similar to what is on Goodwin Avenue (30' tall black davit arm poles, except with energy-saving LED fixtures instead of metal halide fixtures). The new streetlighting will meet the current Illuminating Engineering Society of North America (IESNA) lighting standards and provide for a very comfortable, evenly-lit environment for pedestrians, bicyclists, buses, and motorists.

This project is scheduled to begin construction this summer and should be completed around November 1st. Final parkway restoration may conclude in Spring 2018.

Within the project plans are a streetlight controller that is to be fed from an Ameren power pole located outside the Oregon Street right-of-way on University of Illinois owned land. Attached is an easement agreement that permits the placement of cable in conduit on university property. The easement location is shown in the attached easement. The terms of the agreement are acceptable to the city. The City and University have similar agreements at other locations (MCORE Project) in the University District.

Fiscal Impact

The City of Urbana will pay no easement fee for use of university-owned property.

Recommendations

It is recommended that A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS (Oregon Street between Gregory Street and Lincoln Avenue) be approved.

RESOLUTION NO. 2017-03-018R

**A RESOLUTION APPROVING AN EASEMENT
AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF
ILLINOIS**

(Oregon Street between Gregory Street and Lincoln Avenue)

WHEREAS, the City of Urbana ("City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the Board of Trustees of the University of Illinois is a body corporate and politic of the State of Illinois ("University"); 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 City and the University to enter into agreements among and between themselves to provide for intergovernmental cooperation; and

WHEREAS, the University owns certain real property located along West Oregon Street (from Gregory Street on the west to South Lincoln Avenue on the east); and

WHEREAS, the City seeks to install, maintain and operate new streetlights along that portion of West Oregon Street (from South Mathews Avenue on the west to South Lincoln Avenue on the east), South Gregory Street (from West Oregon Street on the south to West Illinois Street on the north), and West Illinois Street (from South Goodwin Avenue on the west to South Lincoln Avenue on the east); and

WHEREAS, in order for the City to install, maintain and operate the aforesaid new streetlights along West Oregon Street, South Gregory Street and West Illinois Street as referenced above, the City needs easements along Oregon Street ; and

WHEREAS, the University owns the property where the above-said streetlights are sought to be installed, maintained and operated by the City and is desirous of having new streetlights installed in said area; and

WHEREAS, the University is willing to grant to the City an easement along West Oregon Street (from South Gregory Street on the west to South Lincoln Avenue on the east) at no cost to the City.

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

Section 1.

The Easement Agreement shall be and hereby is authorized and approved in substantially the form and substance as Exhibit A appended hereto and made a part hereof.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and hereby is hereby authorized to execute and deliver to the City Clerk of the City of Urbana, Illinois and the said City Clerk shall be and hereby is hereby authorized to attest to said execution of said Easement Agreement in substantially the form and substance as Exhibit A appended hereto and made a part hereof.

Ayes:

Nays:

Abstentions:

PASSED BY THE CITY COUNCIL this ____ day of _____ 2017.

Phyllis D. Clark, City Clerk

Approved by the Mayor this ____ day of _____, 2017.

Laurel Lunt Prussing, Mayor.

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the date of the last signature by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois, with its principal office in Urbana, IL 61801, hereinafter referred to as "GRANTOR", and CITY OF URBANA, an Illinois Municipal Corporation, located at 400 South Vine, Urbana, Illinois, hereinafter referred to as "GRANTEE";

WITNESSETH:

WHEREAS, GRANTOR is the owner of the below described premises; and,

WHEREAS, the GRANTEE desires to install and maintain new street lights and a street light controller; and,

WHEREAS, the parties hereto have agreed upon terms and conditions and wish to enter into an Agreement (hereinafter the "Easement").

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. **Mutual Covenants.** For and in consideration of the terms and conditions hereinafter set forth, GRANTOR, to the extent it has the authority to extend such right, grants a permanent nonexclusive four-foot wide Easement to GRANTEE on the below described premises together with the right of access to said premises, to construct, install, reconstruct, add to, operate, maintain, repair, alter, replace, move and remove below described facilities, in, under, across and through said premises owned by the GRANTOR and described as follows:

Premises: A four foot wide area adjacent to the north side of Oregon Street between Gregory Street and Lincoln Avenue in Urbana, Illinois, being described as follows and specifically identified in **Exhibit A** which is attached and incorporated herein by reference (hereinafter referred to as "Premises").

A part of Lots 10, 11 and 12 of University Addition to Urbana, as shown on a plat recorded in Plat Book "B" at page 19A in the Office of the Recorder, Champaign County, Illinois, being more particularly described as follows:

Commencing at the southwest corner of said Lot 10; thence, N89°38'11"E, along the south line of said Lot 10, said line also being the existing northerly right-of-way line of Oregon Street, 40.00 feet, to the Point of Beginning; thence, N00°21'49"W, perpendicular to said northerly right-of-way line, 4.00 feet; thence, N89°38'11"E, along a line parallel with and 4.00 feet northerly of said northerly right-of-way line, 155.00 feet, to the easterly line of said Lot 12; thence, S00°21'49"E, along said easterly line, 4.00 feet, to said northerly right-of-way line; thence, S89°38'11"W, along said northerly right-of-way line, 155.00 feet, to the Point of Beginning.

Said easement containing 620.00 S.F., more or less, all situated in the City of Urbana, Champaign County, Illinois.

Project Description and Use: GRANTEE will install and maintain upon Premises street lights, a street light controller cabinet and related equipment (hereinafter referred to as "Facilities".) Said Facilities may include electrical cable that will be buried within Premises a minimum of three feet below the surface.

Title to and use of Premises will remain in GRANTOR, its successors or assigns, free and clear of all rights and claims of GRANTEE and of the public, subject to the right, permission and authority herein expressly provided in this Agreement.

2. **Consideration.** For the rights granted in Easement, GRANTEE agrees to pay to GRANTOR, within 15 days hereof the sum of one dollar(s) (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged.
3. **Facilities Construction and Maintenance.** GRANTEE agrees that:
 - A. It will not begin construction of Facilities in advance of the delivery of a fully signed original of said Agreement and in accordance with the construction schedule.
 - B. It will conduct its construction, reconstruction, repair and maintenance work on the Premises in such a manner so as to minimize the interference with pedestrians and traffic, as well as the normal use of GRANTOR property. Furthermore, it agrees to provide GRANTOR with access to research fields during construction, repair and maintenance of Facilities.
 - C. It will maintain or cause to be maintained such barriers and danger signals during construction, reconstruction, repair or maintenance work performed on Premises and adjacent public right-of-way as will reasonably avoid damage to life, limb, and property and will 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 GRANTOR.
 - D. For the purpose of GPS data collection, GRANTEE and its contractors shall conduct construction work and provide reasonable and adequate notification that shall allow UNIVERSITY to record the location of the roadway and street light system using GPS data collection methods. Initial notification shall be at least 48 hours before construction begins. City of Urbana and/or its contractors shall notify UNIVERSITY at (217) 333-0923 or (217) 552-7085 a minimum of 24 hours prior to backfilling any pipe installed. Updates shall be made throughout the construction project.
 - E. GRANTEE or its contractors at its/their sole cost and expense will perform all construction and maintenance in a workmanlike manner. The surface disturbed by said construction or maintenance of Facilities will be restored to as good condition as it was prior to installation of said Facilities.
 - F. Certain typical construction standards will be followed that include, but are not limited to; notification to (JULIE), the state-wide locator system, as required by law, of impending project and request existing utilities in the area be so indicated, (2) flagging all tile lines that are discovered through trenching, (3) Facilities to be buried will be at a minimum depth of 36 inches (whenever possible), (4) providing GRANTOR, upon completion of project, a set of as-built plans, (5) placing "direct buried cable" warning markers in such a manner as not to interfere with GRANTOR'S mowing of area, such as said markers being placed at surface level, and (6) in the event archaeological resources are discovered in the process of constructing Facilities, GRANTEE will immediately discontinue activities that may affect said archaeological resources and provide notification, within 24 hours of discovery, to GRANTOR.

- G. It will provide 48-hour advance written notice of the time in which maintenance work will be performed on the Premises, except for emergency repairs in which case GRANTEE agrees to verbally notify Facilities & Services Service Office, at 217-333-0340, of the emergency nature of the repairs immediately upon beginning repair work.
- H. All construction-related debris and material that are not an integral part of the roadway and street light system shall be removed from the GRANTOR's property. Such material to be removed would include litter generated by the construction crews.

4. Damages to Property.

- A. The GRANTEE will reasonably compensate the GRANTOR for any construction-related damages caused by the GRANTEE that occur on or off of the established facilities (roadway and street light areas) right-of-way.
- B. Compensation for damages to property caused by the GRANTEE shall extend beyond the initial construction of the facilities (roadway and street light system), to include those damages caused by the GRANTEE during future construction, operation, maintenance, and repairs relating to the facilities (roadway and street light system).

5. Advance Notice of Access to Property.

- A. The GRANTEE will provide the GRANTOR with a minimum of 24-hours prior notice before accessing property for the purpose of constructing the Facilities.
- B. Prior notice shall first consist of a personal contact or a telephone contact, whereby the GRANTOR is informed of the GRANTEE's intent to access Premises.

6. Notices.

All notices provided for herein, including change in mailing address, will be effective only if made in writing, unless otherwise noted, and either personally delivered with an executed acknowledgment of receipt or deposited in the United States mail, certified return receipt requested, postage prepaid, and addressed as follows:

- A. To GRANTOR: (written notice) University of Illinois, Facilities and Services, Utility Distribution Group, 1501 South Oak Street, Champaign, IL 61820; and a written notice to Real Estate Services, 506 South Wright Street, Suite 208, Urbana, Illinois.
- B. To GRANTEE: Public Works Director, City of Urbana, 400 South Vine, Urbana, Illinois 61801
- C. Any notice will be deemed delivered no later than five (5) days after notice is mailed or, if personally delivered, when acknowledgment of receipt is signed, as provided above.
- D. Fee payments and regular correspondence will be made to GRANTEE and GRANTOR at the addresses above by regular U.S. Mail.

7. Limits of Liability.

GRANTEE agrees that GRANTOR is not liable for any damages to said Facilities caused, either directly or indirectly, by GRANTOR, provided GRANTOR has notified the state-wide locator system, JULIE, said Facilities have been located prior to excavation or demolition, GRANTOR

complies with all laws, rules and regulations for excavation and demolition and GRANTOR uses, at a minimum, reasonable care in its excavation and demolition activities.

8. **Insurance Requirement.**

GRANTEE or its contractors will, at its/their sole cost and expense, at all times, maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure GRANTOR against liability for bodily injury and /or property damage occurring on or about the Premises which may in any way arise out of, result from or be in any way connected with the construction, maintenance, use or operation of GRANTEE'S Facilities on said Premises. The liability under such insurance will not be less than One Million Dollars (\$1,000,000) for any occurrence. Upon execution of Easement and on subsequent anniversary dates of liability insurance renewals, GRANTEE will provide GRANTOR with a certificate of insurance naming the GRANTOR as additional insured as it respects liability the GRANTEE incurs as a result of the activities of the GRANTEE on the Premises. GRANTEE will provide thirty (30) days advance written notice to GRANTOR of any modifications, changes or cancellations to the above required insurance. GRANTOR reserves the right to adjust the limit of coverage requirements as appropriate based upon current prudent business practices of like enterprises involving the same or similar risks.

9. **Access.**

GRANTOR agrees that it will permit officers, agents, and employees of GRANTEE to have such access to Premises as may be necessary for the proper inspection, repair, or servicing of any portion of said improvements, with appropriate notice as provided herein.

10. **Capacity to Easement.** The rights and Easement authorized under the terms of this Agreement are only to the extent GRANTOR has the present right and capacity to grant the same, and it will be the responsibility of GRANTEE to secure any additional authorizations that may be necessary or required for its purposes.

11. **Assignment.** GRANTEE will not assign Easement without the prior written consent of GRANTOR, which consent will not be unreasonably withheld.

12. **Default.** In the event GRANTOR notifies GRANTEE in writing that it is not in compliance with Easement, then GRANTEE will formally notify GRANTOR of its plan for corrective action within 30 days after receipt of such notice. Upon approval of GRANTOR, GRANTEE will proceed with diligence to bring the Easement into compliance. If parties cannot reach a mutually agreeable resolution, then proceedings may be filed in the Circuit Court of Champaign County, if brought against GRANTEE, or the Court of CLAIMS in the State of Illinois, if brought against GRANTOR, to resolve the dispute. The Facilities shall remain intact and at their installed location until the matter is resolved.

13. **Miscellaneous Provisions.**

A. Time of the Essence. Time is of the essence of each term and provision of Easement.

B. Binding Effect. The terms and conditions hereof shall extend to and be obligatory upon the herein, executors and administrators, successors and assigns of the parties hereto.

14. **Signature Authorization.** The parties warrant that the person signing has the authority to bind that party on all provisions contained in this document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names and behalf by their respective duly authorized officers as of the date of the last signature below.

GRANTOR: THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

GRANTEE: CITY OF URBANA
FEIN: E9998-5713-06

By: _____
Comptroller Date

By: _____
Mayor Date

Attest: _____
City Clerk



Exhibit "A"
Proposed Permanent Easement
Oregon Street - East of Gregory Street

