

ORDINANCE NO. 9697-33

AN ORDINANCE APPROVING AN AGREEMENT WITH THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS
(Admissions and Records Building)

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

Section 1. That an Agreement between the City of Urbana, Illinois and The Board of Trustees of the University of Illinois, in 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 hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

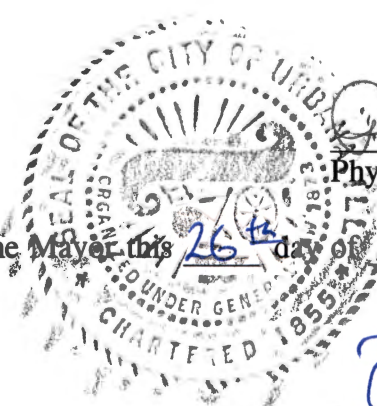
PASSED by the City Council this 16th day of September, 1996.

AYES: Hayes, Kearns, Patt, Pollock, Ryan, Taylor, Whelan

NAYS:

ABSTAINED:

APPROVED by the Mayor this 16th day of September, 1996.



Phyllis D. Clark
Phyllis D. Clark, City Clerk

Tod Satterthwaite
Tod Satterthwaite, Mayor

THIS ORDINANCE CONSISTS OF 1 PAGES.

Initials SP

**LICENSE AGREEMENT BETWEEN
THE CITY OF URBANA, ILLINOIS AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

In connection with the construction of the office of Admissions and Records Building, the University of Illinois seeks a license for the following work (the "Project"): a nonexclusive permanent license for electrical duct, steam tunnel and chiller water line for the Office of Admissions and Records Building in the Illinois Street right-of-way from beginning at the intersection of Illinois Street and Goodwin Avenue east within the Illinois Street right-of-way to the Illinois Street and Gregory Street right-of-way, also in the Gregory Street right-of-way beginning at the Illinois Street and Gregory Street intersection and terminating approximately 80' north of the north Oregon Street right-of-way; and electric duct in the California Street right-of-way beginning at the Gregory Street and California Street intersection traveling east to the proposed new office of the Admissions and Records Building, all as illustrated in the attached exhibit marked "EXHIBIT A" attached hereto and incorporated herein by reference.

SECTION 1. BASIC GRANT; TERM

(a) The City of Urbana, Illinois, hereby grants to the Board of Trustees of the University of Illinois a non-exclusive license to construct, maintain, inspect, protect, repair, replace, retain and use the Project, in, under, upon, along and across the Property owned or under the control of the City of Urbana in accordance with the terms of the above recitals, and at substantially the location as further identified in the Attachment hereto, which is hereby incorporated by reference, subject to the following:

- (1) The regulatory powers of the City of Urbana, Illinois,
- (2) The terms and conditions hereinafter set forth,
- (3) The rights of any public utility or other person or entity currently having rights, licenses or easements in and about the Property.

(b) This license shall extend for such period as the University continues to use and maintain the Project, in good condition and repair and only for so long as the University shall continue to use the Project, and the same shall immediately lapse and terminate upon cessation of such use. In the event of such termination the University shall either remove the Project or, upon the concurrence of the City, the Project may be abandoned by the University. If the Project is removed, the removal shall be at University's sole cost and expense and shall be done in a timely manner as nearly as practicable in accordance with the City's request for such removal. Upon any such removal or abandonment, the University shall restore the Public Property to the condition it was prior to the installation of the Project.

good as before the University disturbed it. Vegetation disturbed by construction, repair or excavation shall be replaced and grass shall be replaced with sod. In the event that any Public Property shall become uneven, unsettled or otherwise require repair or replacement because of the disturbance by the University, the City shall give written notice of such condition; provided, however, that verbal notice shall suffice in the event of an emergency. The University shall, within (10) business days of receipt of notice, inform the City and entirely at its own cost, cause or commence such Public Property to be repaired or restored to a condition as good as before said Public Property was disturbed by the University. The University shall keep all structures and equipment which it shall construct in the Public Property in reasonably safe condition at all times.

(b) DAMAGE TO TREES.

(1.) As a condition of the license, the University shall be granted city permission to remove trees from public property in consultation with the city Arborist and in accord with the following cited construction plans. Permission shall be granted conditioned upon the execution by the University of the approved Tree Replacement Plan [approved Plans are titled: "Office of Admissions and Records Building Utility Extensions" (sheets: G-3 and G-4) the applicable portion of said Plans are incorporated herein by reference] to replant other trees according to the said Plan in the same general area upon completion of the construction project.

(2.) The University acknowledges 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 University agrees that in the event any such affected tree or trees is determined by the City Arborist during the five (5) year period after project completion to be irrevocably damaged by University construction activities; the University shall pay for or reimburse the City for any and all reasonable costs or expenses that the City may incur in connection with trimming or the removal of such affected tree or trees as well as the replacement of any such affected tree or trees so removed.

(3) If, as a result of construction activity in connection with the construction of the Project, any tree on public property which is destroyed or damaged, but which tree is located outside of the area encompassed by the Tree Replacement Plan, the University shall forthwith replace the tree or repair the damage at its sole expense in consultation with the City Arborist.

(4) Such replacement of any tree or trees so removed shall be made with some new tree or trees as may be determined by the University in consultation with City Arborist, which such tree or trees, in the aggregate shall not exceed the same caliper inches as any tree or trees so removed. Any determination made pursuant to this section shall not be arbitrary nor capricious. The University may replace such tree or trees rather than reimbursing the City for any and all reasonable costs or expenses that the City may incur in connection with removal of such affected tree or trees as well as replacement of any such affected tree or trees so removed.

The University shall pay the reasonable costs and charges to the City within thirty (30) days after receipt of the City's billing.

SECTION 7. WORK BY CITY AND OTHERS, CONSTRUCTION BY ABUTTING OWNERS, ALTERATION TO CONFORM WITH PUBLIC IMPROVEMENTS.

(a) The City reserves the right to lay, and permit to be laid, sewer, gas, and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under any Public Property occupied by the University, and to change any curb or sidewalk or the grade of any street. In performing or permitting such work to be done, the City shall not be liable to the University for any damage so caused, nor shall the City be liable to the University for any damages arising out of the performance by the City of its contractors or subcontractors, not willfully nor negligently occasioned; provided, however, nothing herein shall relieve any other person or corporation from liability for damage to the Project of the University. Prior to the commencement of work permitted by this Section, the City shall provide notice to the University, including the details of the proposed work, and give the University an opportunity to respond, in order to avoid damage to any University utility in the proposed work area.

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

SECTION 8. PLANS AND COORDINATION.

(a) The University shall adjust to grade as required, all appurtenances related to the Project at the time any street rehabilitation, repair or reconstruction is made by or on behalf of the City.

(b) AS BUILT PLANS. The University shall furnish to the City a copy of all plans for all construction, reconstruction, repair, relocation or other work as built by the University related to the Project located on Public Property.

SECTION 9. MAPS, RECORDS, REPORTS AND DOCUMENTS.

(a) MAINTENANCE OF RECORDS. The University shall keep complete and accurate maps in connection with this License Agreement.

(b) EXAMINATION AND AUDIT OF RECORDS. The City shall have the right, at reasonable times and for reasonable purposes, to examine, audit, review and/or obtain copies of the maps and plans of the University pertaining to this License.

SECTION 10. LIABILITY AND INDEMNIFICATION.

(a) To the extent permitted by law, the University agrees at its sole cost and expense to protect, indemnify, hold and save harmless and defend the City, its officers and employees, against any and all losses, claims, demands, costs, causes, expenses and fees, including reasonable attorneys fees and the reasonable value of any services rendered by any employee of

SECTION 13. VIOLATIONS OF AGREEMENT.

The City shall notify the University that violations of this License Agreement or ordinances or regulations of the City relating to the use of Public Property have occurred, and the University shall respond in writing, unless a shorter time is provided for herein, within 15 business days after receipt of such notice.

SECTION 14. BREACH.

If the University 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 University is otherwise directed, or unless the compliance by the University with such provision is prohibited or adjudged unlawful by a valid order of a court of competent jurisdiction), the City may apply to a court of competent jurisdiction to seek University compliance with any term or provision of this Agreement and/or any damages caused by the University's noncompliance with any term or provision of this Agreement. In addition, if the University fails to pay the City any amount due for any reason, including specifically the availability of funds as provided in Section 15 hereof, in violation of this Agreement and continues in noncompliance after notification in accordance with Section 13 of this Agreement, the City may terminate this Agreement forthwith.

SECTION 15. AVAILABILITY OF FUNDS, CONSTITUTIONAL AND STATUTORY LIMITATIONS AND REPRESENTATIONS.

- (a) All commitments by the University are subject to the availability of funds which may be lawfully applied thereto.
- (b) All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding on the University.
- (c) Neither this Agreement, nor any obligation hereunder shall create any debt, indebtedness, liability or obligation of the State of Illinois within the meaning of any applicable statutory or constitutional restriction or limitation pertaining to debts or other evidence of indebtedness, and the State shall not be liable hereon nor shall this Agreement, or any obligation of the University hereunder, create any liability or indebtedness of the University under any such statutory or constitutional restriction or limitation prior to the time when any payment hereunder, or any renewal hereof, becomes actually due and payable, and then only for an amount which is not in excess of funds in the hands of the University at the time when any such payment becomes actually due and payable, and which may under any such statutory or constitutional restriction or limitation be specifically and properly applied to the payment of the same.
- (d) Each of the parties hereby, as applicable to each, represents and covenants that each has the power and authority to enter into this Agreement, has duly authorized the execution and delivery of this Agreement, and that neither this Agreement nor anything herein contained contravenes or constitutes a default under any other agreement, instrument or indenture or any other requirement of law as the same respectively concern each such party.

In witness to their Agreement, the parties have executed this document this _____ day of _____, 1996.

CITY OF URBANA

By Tal Sattathwante
Mayor

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

By Craig S. Bazzani
Comptroller

Attest:

By Phyllis W. Clark by
City Clerk

Robert J. Roberts, Deputy Clerk
Approved as to form:

By Jad Wasler
City Attorney

Attest:

By Michelle M. Thompson
Secretary

By Charles C. Callant
Vice Chancellor for
Administrative Affairs
and Human Resources

By Alan W. Reynolds
Director of Operation
and Maintenance

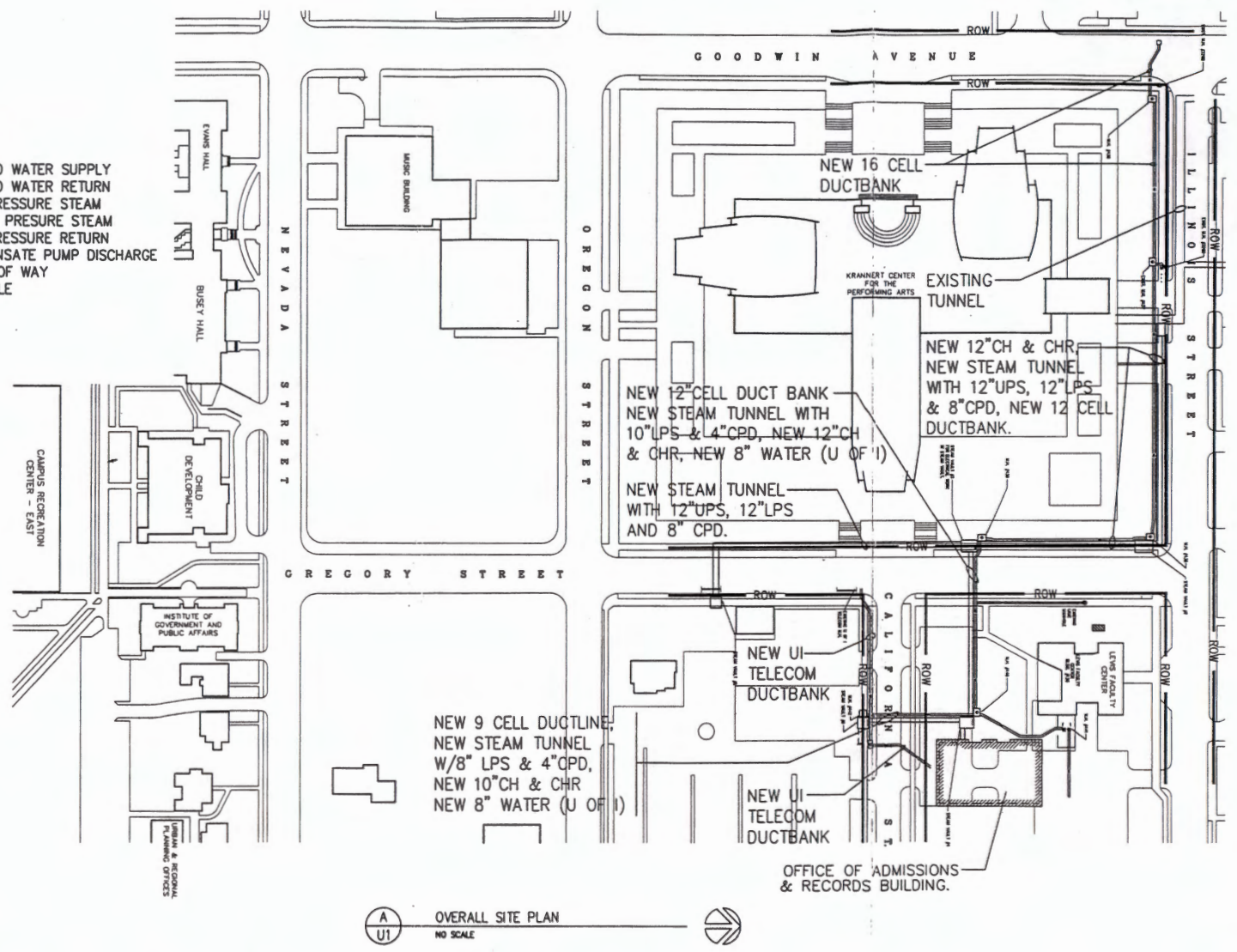
Approved as to form:

By Margaret H. Wasler
Legal Counsel

EXHIBIT A

LEGEND

- CH - CHILLED WATER SUPPLY
- CHR - CHILLED WATER RETURN
- LPS - LOW PRESSURE STEAM
- UPS - UTILITY PRESURE STEAM
- LPR - LOW PRESSURE RETURN
- CPD - CONDENSATE PUMP DISCHARGE
- ROW - RIGHT OF WAY
- M.H. - MANHOLE



A
U1 OVERALL SITE PLAN
NO SCALE

NO.	DATE	REVISION	BY	CHKD	APP'D

Henneman Raufeisen
AND ASSOCIATES INC
Engineers and Architects
303 South State Street, Champaign, Illinois 61820-7046
Telephone: 217/244-8111 • Facsimile: 217/244-8104
E-mail: hr@henneman.com • Website: www.henneman.com

BOARD OF TRUSTEES
UNIVERSITY OF ILLINOIS
URBANA-CHAMPAIGN, ILLINOIS

EXHIBIT A - SITE PLAN
OFFICE OF ADMISSIONS & RECORDS BUILDING
UTILITIES EXTENSION
UNIVERSITY OF ILLINOIS
URBANA-CHAMPAIGN, ILLINOIS

ISS. NO.	105-1327
SCALE	AS SHOWN
DATE	SEPTEMBER 6, 1996
SHEET	U-1
OF	1 SHEETS